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### EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.

# COMMUNITY SCHOOL SPONSORSHIP RENEWAL CONTRACT

Phyllis E. Brown Brown Law Firm LLC 250 E. 5<sup>th</sup> Street, Suite 1500 Cincinnati, OH 45202 513-878-2700

#### **EDUCATIONAL RESOURCE CONSULTANTS OF OHIO**

3401 Hamilton-Mason Road, Suite A, Hamilton, Ohio 45011 Office: 513-771-4006

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#### **EDUCATIONAL RESOURCE CONSULTANTS OF OHIO**

3401 Hamilton-Mason Road, Suite A, Hamilton, Ohio 45011 Office: 513-771-4006

This **CONTRACT** is entered into by and between the Education Resource Consultants of **Ohio** (**Sponsor**) and the governing authority of Renaissance Academy of Multimedia Arts, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**Governing Authority**).

WHEREAS Chapter 3314 of the Ohio Revised Code permits the formation and operation of public community schools;

WHEREAS the **Sponsor** has been approved as a sponsor by the Ohio Department of Education and has entered into a written agreement with the Department authorizing sponsorship under Chapter 3314 of the Ohio Revised Code;

WHEREAS the Governing Authority is an Ohio public benefit corporation (or Ohio non-profit corporation) with its principal place of business located in Franklin County, Ohio;

WHEREAS Ohio law requires the **Governing Authority** and the **Sponsor** to enter into a preliminary agreement to authorize and create a community school;

WHEREAS the **Governing Authority** and the **Sponsor** wish to state or restate the **School's** Agreement adopted on or before March 15 to operate an Ohio community school and the **Governing Authority's** obligation to carry out all provisions of this Contract and the **Sponsor's** Agreement to sponsor the **School**; and

WHEREAS the **Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Agreement on or before May 30.

WHEREAS, as required by R.C. 3314.03(E) and through the renewal process, which included a High Stakes Review, the **Sponsor** found that the **School's** compliance with applicable laws and the terms of the Existing Contract, and the **School's** progress in meeting the academic standards in the Existing Contract have been satisfactory; and

WHEREAS, pursuant to the aforementioned review, **Sponsor** desires to extend its relationship through this Renewal Contract;

NOW THEREFORE, in consideration of the mutual benefits provided hereunder and other good and valuable consideration, the **Governing Authority** and the **Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this Contract are incorporated by reference and made a part of this Contract as essential to it.

# ARTICLE I ESTABLISHMENT AND AUTHORITY

- 1.1 <u>Corporate Formation</u>. The **School** shall be established as one of the following: (1) a nonprofit corporation established under R.C. Chapter 1702, if prior to April 8, 2003; or (2) a nonprofit public benefit corporation established under R.C. Chapter 1702, if subsequent to April 8, 2003.
- 1.2 **Good Standing**. The **School** shall maintain in good standing its status as a non-profit corporation, if established prior to April 8, 2003 or its status as a public benefit corporation, if established after April 8, 2003.
- 1.3 <u>Creation of Community School</u>. The Governing Authority and the Sponsor agree that the Governing Authority may create and operate a start-up community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. The Governing Authority is responsible for carrying out all provisions of the Sponsorship Agreement.
- 1.4 Start-Up or Continuing Start-Up or Conversion Community School. The Governing Authority and the Sponsor agree that the School is a continuing start-up, \_x\_, new start-up, \_NA\_, or \_NA\_ conversion of existing public school or educational service center building (check one) Ohio public community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. If it is a conversion school, any duties or responsibilities of an employee that the board of education or service center governing board is delegating to the Governing Authority must be specified in ATTACHMENT 1. The delegation to all or any specified group of employees must not be prohibited by any applicable collective bargaining agreement.
- 1.5. <u>Tax Exempt Status.</u> The **School** may, but is not required to, qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Any change in the tax status of the **School** must be reported in writing to the **Sponsor** within five (5) business days after notice of such change to the **School**, with a copy of such official/governmental notice or letter.

#### 1.6 **Corporate Documents.**

a. The **School** shall provide copies of current corporate documents including: Certificate of Incorporation; Articles of Incorporation; Appointment of Statutory Agent; Code of Regulations; Taxpayer Employer ID Number; and IRS Determination Letter (if any) as part of **ATTACHMENT 1**. The **School's** Organization Chart must be attached as part of **ATTACHMENT 6**. The Organizational Chart must show the structure and relationship between the Operator/administrator/employees, and the **Governing Authority**.

- b. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** prior to the effective date of such changes, together with a copy of all documents and filings.
- c. The **Governing Authority** must meet the strategic goals relating to an Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The **School's** self-evaluation is attached as part of **ATTACHMENT 1.**
- 1.7 <u>Term.</u> This Contract shall commence for a term beginning on July 1, 2021 and ending on June 30, 2024 ("Term") provided the Ohio Department of Education authorizes Educational Resources of Ohio, Inc. to operate as a sponsor for the Term.
- 1.8 Open for Operation. The School will be open for operation by September 30<sup>th</sup> of each School Year, unless the mission of the School is solely to serve drop-out students. If the School fails to open by September 30<sup>th</sup> in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out students.

#### 1.9 **School Agreements with Third Parties.**

- a. The **Sponsor** is not liable for the debts of the **School** or the **Governing Authority.**
- b. The Parties agree that certain agreements represent significant and material transactions that must be provided to the **Sponsor** in substantial form at least five (5) business days prior to the adoption by the **Governing Authority**. These agreements include:
  - (1) Purchase, sale, lease, or other disposition of any real property; and
  - (2) All agreements in excess of five hundred thousand dollars (\$500,000.00).
- 1.10 **Bond.** To the extent required by R.C. 3314.50, which only applies to schools that initiated operation on or after February 1, 2016, the **Governing Authority** must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond, the **Governing Authority** or the Operator may deposit cash in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or cash deposit, the **School's** Operator may provide a written guarantee of payment obligating the Operator to pay the costs of audits of the **School** up to an amount of Fifty Thousand Dollars (\$50,000). Unless agreed to otherwise, the **Sponsor** shall not deposit cash or provide a written guarantee pursuant R.C. 3314.50.

- 1.11 <u>Independent Attorney.</u> The **School** shall comply with R.C. 3314.036, which provides "[t]he governing authority of a community school shall employ an attorney, who shall be independent from the school's sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school's contract with the sponsor or the school's contract with the operator."
- - a. Prior to the **School** entering or renewing any lease or purchase agreement for real property ("Property Agreement"), the **Sponsor** shall have the right to: (i) inspect and approve the property, provided that such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution consistent with Article I, Section A(4) of this Contract.
  - b. The **School** shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The Governing Authority may not enter into a lease with a Management Company for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvements costs must be consistent with the yearly budgets given to and accepted by the **Sponsor**.
  - c. Each Property Agreement and any modification or renewal thereof shall be provided to the **Sponsor** upon execution.
- 1.13 **Autonomy of School. Sponsor** establishes and recognizes the autonomy of the **School**, including its authority over educational programming, staffing, budgets, and scheduling.

## ARTICLE II GOVERNING AUTHORITY/ADMINISTRATION

2.1 Governing Authority Duties and Composition. The Governing Authority shall be responsible for carrying out the provisions of this Contract. The Governing Authority shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that operates or manages the School and are not members of a school district board of education or employees of a school district or educational service center. All members of the Governing Authority must be residents of the State of Ohio and live within 100 miles of the School. No person may serve on the Governing

**Authority** if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. **ATTACHMENT 1** includes this information, as well as the **School's** Administrative and Governance Plan, including a description of the process by which future members of the Governing Authority of the **School** shall be selected.

2.2 **Roster.** The **School** shall maintain and provide to the **Sponsor** a roster of the current **Governing Authority** members. The roster must include information used for **Governing Authority** business, including each member's name, mailing address, home, work and cellular phone numbers, and email address.

#### 2.3 **Required Documentation.**

- a. The **School** shall require each **Governing Authority** member to provide the documents identified below.
  - 1. A signed consent to release BCI and FBI background check results to the **Sponsor**.
  - 2. A copy of the results of both a BCl and FBl background checks, which must be repeated every five (5) years, unless the **Governing Authority** member has lived in Ohio for the past five (5) years, in which case only a BCl check must be repeated.
  - 3. A resume or biographical vitae that accurately reflect experience, education, and other professional competencies related to serving on the **Governing Authority.**
  - 4. A signed attestation form affirming compliance with all applicable provisions listed in R.C. 3314.02(E).
  - 5. A list of all other Ohio community school governing authorities on which the person currently serves.
  - 6. The **Governing Authority** must provide **Sponsor** with annual verification that there are no findings for recovery against any member of the **Governing Authority**, the Operator or any employee.
- b. The **Governing Authority** agrees to supplement the above information if such information changes during the School Year.

#### 2.4 Annual Conflict of Interest and Disclosure Statements

a. Each member must annually sign a conflict of interest statement, on a form prepared by or approved by the **Sponsor**, whose approval shall not be unreasonably withheld, and adopted by the **Governing Authority** that

- addresses Ohio's public ethics conflicts rules to the extent that these laws and rules are applicable to community schools.
- b. Each member must annually sign a Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or Operator, a school district or Educational Service Center that has contracted with the **School** or a vendor that has engaged in business with the community school.
- 2.5 <u>Election of Governing Authority Officers</u>. The Governing Authority must hold a meeting each year to approve the election of officers, calendar of **School** Board meetings, and **School** calendar. The Code of Regulations must provide for the annual election of officers. The Governing Authority shall annually approve of the **School** calendar and annually approve the calendar of Governing Authority meetings, with a minimum of six (6) meeting dates per school year between July 1 and June 30. This calendar of **School** board meeting dates approved by the Governing Authority must be followed, unless extenuating circumstances including, for example, weather, require a change of schedule. The **School** calendar and calendar of **School** Board meetings must be attached as part of **ATTACHMENT 1.**
- 2.6 **Public Availability of Governing Authority Information.** To promote transparency, the **Governing Authority** agrees to make the following information available at a publicly accessible area in the **School's** administrative office and on the **School's** website:
  - a. a current list of the **Governing Authority** members and officers,
  - b. the contact information of the **Governing Authority** members for **Governing Authority** business, and
  - c. the schedule and location of each **Governing Authority** meeting.

#### 2.7 Meetings.

- a. School Board meetings must be held on at least a bimonthly basis and the Governing Authority shall allow the Sponsor's representative to be present during all executive sessions unless either discussing pending or imminent litigation against the Sponsor or matters involving attorneyclient privilege.
- b. A majority of members of the **Governing Authority** shall constitute a quorum for purposes of conducting official business.
- c. The **School** agrees to provide the **Sponsor** with a written notice of each **Governing Authority** meeting pursuant to the specified schedule and a

copy of the agenda when it is provided to **Governing Authority** members. Notice may be provided by electronic mail.

- 1. Notice of regular meetings shall be provided promptly upon approval at least ten (10) business days prior to each meeting.
- 2. Notice of special meetings shall be provided immediately upon scheduling and at least twenty-four (24) hours before such meetings.
- 3. Notice of emergency meetings shall be provided immediately upon scheduling.

#### 2.8 **Sponsor Prior Approval of Governing Authority Members.**

- a. No person shall be eligible to serve until that person provides all required information and documentation to the **Sponsor**.
- b. Each proposed member must be presented to the **Sponsor** prior to appointment as a member counted for quorum and voting purposes. The **Sponsor** shall notify the **School** if it withholds approval of a member. Such approval shall not be unreasonably withheld, conditioned, or delayed.
- Training of Governing Authority Members. All Governing Authority members must undergo a minimum of five (5) hours of Board training every two years with the new members' first training within three (3) months of election or appointment to the Governing Authority. Such training must be approved by the Sponsor. Certifications of training must be submitted to the Sponsor within ten (10) business days of completion of training.
- 2.10 <u>Training Plan</u>. As part of **ATTACHMENT 1**, the **Governing Authority** must submit an annual **Governing Authority** training plan.
- 2.11 <u>Public Records and Open Meetings Laws</u>. All Governing Authority members, the Fiscal Officer, the Chief Administrative Officer and administration employees performing general supervisory services must complete annual training in Public Records and Open Meeting Laws.
- 2.12 <u>Chief Administrative Officer.</u> The Chief Administrative Officer of the **School** shall be the position of Superintendent (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by Wendy Rydarowicz. Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of that person's recently completed criminal background checks, resume, and references.

The **Governing Authority** must submit its **School** Chief Administrator contract as part of **ATTACHMENT 6**, unless the Chief Administrator is employed by the Operator.

- 2.13 <u>Cooperation and Compliance with Sponsor Oversight.</u> The Governing Authority and Administration covenant and agree to cooperate and comply fully with the **Sponsor** in all activities as required by law and by regulations of the Ohio Department of Education for **Sponsor** oversight and monitoring of the **School** including, but not limited to, the following:
  - Opening assurances site visits at least ten (10) days before the first day of student instruction and compliance site visits at least two (2) times per year and thereafter as **Sponsor** determines necessary. The **School** must upload documentation of all verification of compliance information into **Sponsor's** document exchange system and maintain same in a format that is readily accessible at all times.
  - Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
  - Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records and similar information must be submitted by the Fiscal Officer of the School to the Sponsor no later than the 15<sup>th</sup> of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report a listing of all funds used showing the month's and year's activity and balances; (2) Revenue Summary a listing of all revenue received for the month and for the year; (3) Check Register a listing of all checks for the month; (4) Cash Reconciliation a book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail a listing of all Purchase Orders created but unpaid (unless the Governing Authority uses an Operator; and (6) Enrollment Records in the form of monthly FTEs.
  - Signed documentation granting read-only access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this Contract.
  - Prompt response to all appropriate requests for information from Sponsor, Department of Education or other governmental agencies;
  - Timely submittal of all required and requested data into the **Sponsor** document management system.
  - Mandatory attendance by an Administrator or Governing Authority member at all Sponsor training sessions.
  - Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the School.
  - Maintenance of high school drop-out recovery status if applicable.
  - Adherence to all deadlines established by Sponsor.

- Annual budget approval before the close of School year and submittal of annual budget to Sponsor.
- Submittal of all Governing Authority/School policies and maintenance of up-dated policy book.
- Upon request of Sponsor, make available for review all School enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting.
- Clear communications with **Sponsor** and prompt response to issues raised by **Sponsor**.
- Verification of the number of enrolled students not receiving special education and related services pursuant to an Individual Education Program (IEP).
- Verification of the number of enrolled students receiving special education and/or related services pursuant to an IEP.
- The School's base formula amount as specified in the **School's** financial plan (budget) for the school year.
- The school district of residence that each student is entitled to attend under R.C. 3313.64 and/or 3313.65.
- The number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may be required to be reported by the **Sponsor** to the Department of Education and the **Governing Authority's** position, cure, or plan of action.
- Updated asset/inventory list.
- All items required to be reported in this Contract.
- 2.14 <u>Compliance With Sponsor Monitoring</u>. The School shall timely comply with all reasonable requests of the **Sponsor** to monitor **School** operations. Failure to do so is grounds for suspension, termination and/or nonrenewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, and written answers within five (5) business days (unless a shorter time is required), and providing adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.
- 2.15 <u>Meetings and Workshops.</u> The **School** Chief Administrative Officer or appropriate representative shall participate in all **Sponsor** meetings/workshops and attend training provided by the **Sponsor** school leaders, by the Department of Education, and by other appropriate groups.
- 2.16 Appointment of Finance and Internal Audit Committee. Sponsor encourages the Governing Authority to appoint/elect a Finance and Internal Audit Committee that meets before Governing Authority meetings to review in detail all financial information and to make recommendations to the Governing Authority. Sponsor encourages the Committee to conduct financial oversight and monitoring.
- 2.17 <u>Progress Reports.</u> The Governing Authority shall submit, within four months after the end of each school year, to the **Sponsor** and to the parents of all

students enrolled in the **School**, a report of its activities and progress in meeting its academic goals, performance standards, and its financial status. The financial status report shall be in the form prescribed by the Auditor of State. The Annual Report is further described in Section 6.1.

The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer, or Operator when the **Governing Authority** contracts with an Operator, and of the Treasurer and provide **Sponsor** with the methodology used for such performance evaluations. Such evaluations are attached under **Attachment 4**.

- 2.18 <u>Annual Budget.</u> The **Governing Authority** shall adopt an annual budget by October 1 of each year.
- 2.19 <u>Governing Authority Performance Evaluation.</u> Sponsor shall evaluate the performance of the Governing Authority in reaching specific governing and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.

# ARTICLE III COMPLIANCE WITH LAWS

#### 3.1 Compliance with Ohio Laws.

To the extent required by R.C. 3314.03, the **School** shall comply with the a. following sections of the Revised Code as if it were a school district: Sections 9.90 [purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees' jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712 [college and work ready assessments], 3301.0715 3301.0729 [time spent on [achievement and diagnostic testing], assessmentsl. 3301.948 **Irestriction** against providing student names/addresses to multi-state consortium offering summative assessments, 3313.472 [parent/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.534 [zero tolerance for violent and disruptive behavior], 3313.536 [school safety plan], 3313.539 [concussion and head injuries], 3313.5310 [information and training for sudden cardiac arrest], 3313.608 [third grade reading guarantee, intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.618 [extra-curricular requirements], 3313.6012 [academic intervention], 3313.6012 [academic intervention], 3313.6013 [dual 3313.6014 [ notice of enrollment programs). core curriculum requirements], 3313.6016 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], 3313.6024 [reporting prevention-focused programs],

3313.6025 [instruction on interactions with peace officers], 3313.6410 [withdrawal of computer-based student], 3313.6411 [school report card provided to parent upon enrollment, 3313.643 [eye protective devices], 3313.648 [prohibition of incentive payment to enroll], 3313.66 [suspension, expulsion, removal, exclusion], 3313.661 [discipline policy], 3313.662 prohibiting exclusion], 3313.666 [policy intimidation, bullying], 3313.667 [bullying prevention initiatives], 3313.668 [removal from school based on absences], 3313.669 [threat assessment], 3313.6610 [registration with tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine autoinjection], 3313.719 [policy protecting students with food allergies], 3313.7112 [diabetes], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], 3313.814 [ food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements for sale of food and beverages], 3313.818 [breakfast programs], 3313.86 [policies and procedures to ensure safety], 3313.89 [online education and career planning tools], 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.077 [professional development regarding dyslexia], 3319.078 [teacher certification multi-sensory], 3319.39 [criminal records check], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraints, and seclusion], 3320.01 [student liberties religious act], 3321.02 [student liberties religious act], 3320.03 [student liberties religious act], 3321.01 [admission to kindergarten, first grade], 3321.041 [out-of-state enrichment and extracurricular activities], 3321.13 [duties of teacher or superintendent upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [enforcement proceedings], 3321.19 [examination of cases of truancy], 3321.191 [habitual absence, truancy], 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.251 [whistleblower protection], 5502.262 [school emergency management plan], and 5705.391 [spending plan].

- b. To the extent required by R.C. 3314.03, the **School** shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary enrollment], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].
- c. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.

- d. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. Chapter 102 [public officers ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
- e. To the extent required by R.C. 3314.03, the **School**, unless it is an eschool, shall comply with R.C. 3313.801 [display of mottos] as if it were a school district.
- f. To the extent required by R.C. 3314.03, the **School**, unless it is an eschool or a school in which a majority of the enrolled students are children with disabilities, shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 33113.6023 [CPR and AED training].
- g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.
- h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.
- 3.2 Number of Students. The School will provide learning opportunities to a minimum of Twenty-five (25) students; and for a minimum of Nine Hundred Twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades K-8 and/or serve ages 5-14. The School contracted to serve grades K-8 and intends to add the additional grades over time until all contracted grades are served. (*if applicable*) The number of students attending the School at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 250 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the Sponsor.
- 3.3 <u>Continuing Operation.</u> The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification to, and approval by, the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five or more consecutive days.
- 3.4 <u>Compliance With Other Laws</u>. The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

#### **ARTICLE IV**

#### **OPERATIONS**

- 4.1 <u>Non-Sectarian.</u> The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The **School** shall comply with admission standards of R.C. 3314.06 and, if applicable, R.C. 3314.061.
- 4.2 <u>Admission Policies and Procedures.</u> The **School** must provide for review and approval by **Sponsor** of its admission policies and procedures. These admission policies and procedures shall be followed and may not be changed without prior written consent of the **Sponsor**.
  - a. The **School** is open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or R.C. 3313.65.
  - b. The **Governing Authority** adopts the following policy regarding openenrollment, to be effective on the earliest date allowed by law:

(i) state yes or no	The <b>Governing Board</b> prohibits the enrollment of students who reside outside of NA (the District in which the <b>School</b> is located.
(ii) state yes or no	The <b>Governing Board</b> permits the enrollment of students who reside in the districts adjacent to NA (the District in which the <b>School</b> is located.
(iii) yes state yes or no	The <b>Governing Board</b> permits the enrollment of students who reside in any other District in the State of Ohio.

If "yes" has been indicated in (ii) or (iii) above, the **Governing Authority** must submit to the **Sponsor** a plan for inter-district open-enrollment. Such plan must comply with this Contract, with R.C. 3314.06, and with the **School's** admission policy.

- 4.3 <u>Enrollment/Attendance Policy.</u> The **School** must adopt an enrollment, attendance or admissions policy requiring a student's parent/guardian to notify the **School** of changes in the parent's or the student's residence. The policy must include an address verification for students. At a minimum, the admission procedure at all times must include the following:
  - Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities.
     Any student needing special education services, including psychologist,

- speech and language therapy, occupational therapy, or physical therapy, shall receive those services from a qualified service provider.
- 4.4 **Notice Upon Enrollment**. Upon enrollment, the **Governing Authority** must distribute to the student's parent the statement required pursuant to R.C. 3314.041, and the **School's** most recent report card.
- 4.5 <u>Public Inspection of Policies.</u> The School's enrollment, attendance, and participation policies will be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.6 **Lottery.** If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students may be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery will be conducted by the **Sponsor.**
- 4.7 <u>Automatic Withdrawal.</u> The **School** must provide for review by **Sponsor** of its Attendance Policies and Procedures for automatic withdrawal if a student without legitimate excuse misses seventy-two (72) consecutive hours of learning opportunities. The Policies shall provide for withdrawing the student by the end of the 30<sup>th</sup> day after the student has failed to participate.
- 4.8 Community Racial and Ethnic Balance. The School shall develop ways to achieve a balanced enrollment reflective of the community it serves. The School shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The Governing Authority shall annually assess and compare the School's racial and ethnic demographic data with the community it serves and determine whether the School's racial and ethnic balancing plan requires modification. Any modifications to the plan shall be provided to the Sponsor for review.
- 4.9 <u>Tuition.</u> Tuition in any form shall not be charged for the enrollment of any student. Reasonable activity or class fees, as allowed by law, are permitted. The **School** and/or parents may engage in voluntary fund-raising activities.
- 4.10 <u>Student Transportation.</u> The **School** shall develop a plan for transportation of students. The **Governing Authority** will work to assure that transportation of students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.

#### 4.11 Payment to Sponsor.

a. Pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay the **Sponsor** three percent (3%) of the total amount of payments for operating expenses that the **School** receives from the State in consideration for providing monitoring, oversight, and technical assistance

- to the **School**. The Fiscal Officer shall make these payments each month to the **Sponsor**.
- b. If the **School** is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the **Sponsor** shall repay the **Governing Authority** the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the **School**. The **Sponsor** shall have the option of completing repayment (a) within ten (10) business days from written demand from the **School** or (b) in monthly installments for up to the entire term of the **School**'s then current sponsorship contract, provided that the **School** is able to repay the State in installments.
- 4.12 <u>Notification</u>. The Governing Authority must immediately report to Sponsor knowledge of any event or circumstance that may have a material adverse effect on the **School**. The **Governing Authority** also must report to **Sponsor** knowledge of any potential litigation or litigation against or affecting the **School** within five (5) business days of such knowledge.

#### 4.13 **Operator Agreements.**

- a. The **School** may enter into an agreement with an Operator. As used in this Contract, the term Operator is consistent with the definition in R.C. 3314.02(A)(8) which, as of the execution of this Contract, means either (a) an individual or organization that manages the daily operations of the **School** pursuant to a contract between the Operator and the **Governing Authority**; or (b) a nonprofit organization that provides programmatic oversight and support to the **School** under a contract with the **Governing Authority** and that retains the right to terminate its affiliation with the **School** if the **School** fails to meet the organization's quality standards. Any Operator Contract must be provided to Sponsor in **ATTACHMENT 6**.
- b. All Operator information must be maintained and updated in OEDS-R and a copy of the agreement between the **School** and Operator must be submitted within Epicenter.
- c. If the **School** retains an attorney to negotiate the Operator Agreement, that attorney must be independent of the Operator with which the **School** is contracting, in accordance with R.C. 3314.036.
- d. If the **Governing Authority** proposes (a) to enter into an Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the **School** without an Operator, the **Governing Authority** shall notify the **Sponsor** and submit all information necessary to propose a Modification to this Contract.

**Sponsor** will evaluate Operator on its Management Company Rubric. **Sponsor's** approval of an Operator requires a passing grade on the Rubric. If Operator does not receive a passing grade, **Sponsor** may request additional information to be evaluate. Approval is at **Sponsor's** discretion.

- e. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the **Sponsor** within ten (10) days of execution. The **Sponsor's** receipt does not constitute the **Sponsor's** approval of or an opinion regarding legality and is not binding upon the **Sponsor**. The Operator Agreement shall at all times comply with this Contract and State and Federal law.
- f. Each Operator Agreement must meet the following requirements:
  - 1. Afford the **School** adequate resources to pay professional fees to resolve any controversies between the Operator and the **Governing Authority.**
  - 2. Include criteria for early termination and require notification procedures and a timeline for early termination or nonrenewal of the Operator Agreement, in accordance with R.C. 3314.032(A).
  - 3. Stipulate which entity owns all **School** facilities and property, including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the **Governing Authority** or Operator, in accordance with R.C. 3314.032.
  - 4. When an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the **School** with State funds that were paid to the Operator by the **School** as payment for services rendered, such property is property of the **School** and is not property of the Operator, in accordance with R.C. 3314.0210.
  - 5. All moneys the Operator loans to the **School,** including facilities loans or cash flow assistance, must be accounted for in the **School's** annual budget, documented, and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(3).
  - 6. If the Operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, the Operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, in accordance with R.C. 3314.024(A).

- 7. If the **School** closes and ceases operation, any property acquired by the Operator with State Funds shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.
- g. If the **Governing Authority** does not engage an Operator, the **Sponsor** may require the **Governing Authority** to interview, select, and engage an operator if the **Sponsor** determines, at its sole discretion, that an operator is necessary due to the **Governing Authority's** failure to carry out its duties and, is likely to cause immediate or irreparable harm to the **School** and/or its students.
- 4.14 Compliance with Health and Safety Standards. Any facility used for or by the School shall meet all health and safety standards established by law for school buildings. Facilities will be maintained in clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the School and available for inspection by Sponsor, with copies provided to Sponsor upon request. School recognizes the authority of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations. The School shall certify all Sponsor assurances required by law, rule or regulation to be sent to the Department of Education, or after any walkthrough or site visit.

A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. Proof of occupancy shall be satisfied by the **Governing Authority** providing to the **Sponsor** any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

- 4.15 <u>Technology Plan</u>. A Technology Plan is no longer required for federal E-Rate Funding.
- 4.16 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep the same up to date, including but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.

#### 4.17 Access to Records.

a. The **Governing Authority**, **School**, and **Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"), and its regulations, the **Sponsor** is an authorized representative of a state educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent consent (or student consent where applicable) and that the **Sponsor** is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement

activities of federal and state supported education programs. The **School** agrees to grant **Sponsor** complete read-only access to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its Operator that is reportable to the Department or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and EMIS. Complete Access includes the ability to inspect and copy paper and electronic records at the **School** and to review applicable records when necessary.

- b. The **Sponsor** agrees to comply with FERPA and its regulations and to use reasonable methods to limit **Sponsor** employee access. As required by law, **Sponsor** will destroy educational records when no longer needed.
- c. Sponsor is responsible for any liability or adverse consequence(s) to the School resulting from an accidental or other deletion, release, or alteration of information or data systems of the Department as a result of such access if caused solely and directly by the Sponsor.
- d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine ("TIDE") norm-referenced testing portal, Educational-Value Added Assessment System ("EVAAS") data, and other school data necessary for **Sponsor** to fulfill its obligations.
- 4.18 **STEM School.** The **Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.
- 4.19 <u>Suspension and Expulsion Policies.</u> Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School's** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the time-frame and manner by which a student or the parent/guardian may notify the **Governing Authority** of the intent to appeal an expulsion or suspension. A copy of the policies shall be posted in a central location in the **School** and made available to student and parents/guardians upon request.

The **School** must maintain disciplinary policies and procedures for students receiving special education services. These policies and procedures may not infringe upon the rights of students receiving special education services under State and Federal law.

4.20 <u>Commitment to Remain Open for School Year</u>. The School agrees to remain open for students to attend until the end of the school year in which it is

determined that the **School** must close. The programs provided to students in the final year of **School** operation must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **Governing Board** fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.

- 4.21 High School Diplomas. At least thirty (30) days before graduation, the School shall send to the Sponsor a list of graduates and proof of their meeting the Ohio Graduation Test, End of Course Exams, or other legally acceptable combination of tests required for graduation. The **School** shall comply with the requirements of the Ohio core curriculum and/or allowable waivers thereof. The School shall comply with R.C. 3313.61 and 3313.611, except that by completing the curriculum adopted by the Governing Authority the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. Beginning, however, with students who enter ninth grade for the first time on or after July 1, 2010, the requirements in R.C. 3313.61 and 3313.611, that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in R.C. 3313.603(C) unless the person qualifies under R.C. 3313.6043(D) or (F). The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency pursuant to R.C. 3313.604(J) and any changes to graduation requirements.
- 4.22 Compliance with Other Laws. The School and the Governing Authority may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The School is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

# ARTICLE V Mission, Educational Plan/Program and Performance Plan

5.1 <u>Educational Plan/Program</u>. The **School** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and for attaining the Performance Standards set forth in the **School's** Education Plan/Program, the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, State proficiency and achievement testing and any other standards required by law or the **Sponsor**.

The **School's** Educational Plan/Program must meet or exceed Ohio's content standards and must be in accordance with the Mission of the **School**. The School's performance must include standards by which the **Sponsor** can evaluate the success of the **School**. Performance standards must include, but

are not limited to, all applicable report card measures as set forth in R.C. 3302.03 and 3314.017, measurement assessment achievement tests, grade-level tests, annual measurable objectives, performance index, value-added, graduation tests, state report cards, observations and internal school goals.

5.2 <u>Curriculum</u>. The Educational Plan/Program of the **School**, including its mission, goals, characteristics of students, ages and grades of students and focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached as part of <u>ATTACHMENT 2</u>. The Educational Plan/Program shall be followed and may not be changed without the written consent of the **Sponsor**.

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in R.C. 3314.08(L)(2). Learning opportunities may be classroom-based and non-classroom-based, and include supervised instructional and educational activities, and any blended instruction delivery, as defined in the **School's** Education Plan/Program. The Education Plan must detail any preschool, computer-based, or approved 22+ Adult High School Diploma programs. The Education Plan/Program is attached in **ATTACHMENT 2**.

Learning opportunities must be: (1) provided by or supervised by a licensed teacher; (2) goal oriented; and (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. All learning opportunities must meet the criteria for student participation established under R.C. 3314.08(H)(2).

If the **School** uses an Educational Plan/Program that includes blended learning, the **School** must include the following in **ATTACHMENT 2**; (1) indication of the blended learning model it uses; (2) description of how student instructional needs are determined and documented; (3) method used to determine competency, credits and promotion of students; (4) attendance requirements; (5) description of how student progress will be monitored; (6) description of how private student data is protected; and (7) indication of teacher professional development offered.

5.3 Sponsor Performance Rating. Sponsor will rate each School on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be averaged and the resulting score is the School's Yearly Average performance score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the YA score falls below 2.50, the School will be placed on Probation. If the School receives a second YA score below 2.50 within the following 2-year period, the School is subject to termination. Sponsor retains the right to grant exceptions in certain circumstances such as: change of leadership, adoption of new curriculum, or implementation of new behavior management program.

5.4 <u>School Performance and Assessment.</u> The **School** must administer all statewide achievement tests as required by law. The **School** shall be subject to and comply with all requirements relating to the State assessments and accountability systems, including proficiency rates on State assessments, student academic growth, graduation rates, attendance, and post-secondary enrollment if applicable.

The **School** must assess and keep initial benchmarks of all students so the **Sponsor** can review progress and make suggestions for academic improvement. Such assessments and benchmarks shall be identified in the **School's** Comprehensive Plan.

The **School's** student performance shall be compared to the State, to schools serving a similar population, and/or to schools in the same geographic area. In addition, the **School** shall be subject to all requirements of **Sponsor** for assessing student learning outside of and in addition to State assessment testing, include student performance on other valid and reliable assessments.

The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**.

The goals that the **Sponsor** requires as part of the **School** plan are in the following areas: (1) mission-specific academic goals; (2) attendance; (3) student enrollment and graduation rates; and (4) financial viability. The required indicators of student performance are rigorous, clear, measurable and attainable. From time to time, **Sponsor** and/or the Ohio Department of Education may change performance standards and their assessment.

5.5 Sponsor's Annual Performance Report and Renewal Evaluation Rubric.
Prior to contract renewal, and at least every five (5) years for long-term contracts,
Sponsor shall conduct a high-stakes review that rigorously evaluates the
performance of the School subject to ATTACHMENT 3, and the Sponsor
Annual Performance Report and Renewal Evaluation Rubric. Sponsor's primary
measures of school quality are the objective and verifiable measures of student
achievement. These measures must be met for contract renewal.

The **Sponsor's** performance framework surpasses minimum standards required by law and is school specific. It includes the following: (1) proficiency rates on standard assessments (for all students and by subgroups; (2) student academic growth; (3) graduation rates; (4) attendance; (5) post-secondary enrollment (if applicable); and (6) student performance on other valid and reliable assessments.

Drop Out Prevention and Recovery Community Schools are required to report and rate the following:

- Assessment Passage Rate (Percent of students in grade 12, or within 3 months of turning 22, who have passed all 5 sections of the Ohio Graduation Test)
- Annual Measurable Objectives
- 4-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 5-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 6-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 7-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 8-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- Value-Added (this calculation will be different from the calculation on the A-F Report Card)
- Other Student Outcomes
- Attendance Rate
- Additional measures as available
- 5.6 <u>Unavailability of Some Performance Measures</u>. The Board and Sponsor acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the framework, and the **Sponsor** may consider qualitative data from corrective action plan monitoring and biannual reviews.
- 5.7 <u>Intervention</u>. The **School** shall develop a plan of intervention for all students not found proficient or not making acceptable yearly progress, and submit it to the **Sponsor** for approval.

# ARTICLE VI REPORTING AND RECORDS

#### 6.1 **Annual Report.**

- a. The **Governing Authority** shall create an annual report that indicates the **School's** financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the **Sponsor** regarding the performance of the **School**. The **School** must submit a draft of the report to the **Sponsor** for review within three (3) months after the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after the prior School Year.
- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the

annual evaluation received from the **Sponsor** available to each parent by November 30<sup>th</sup> of each School Year.

#### 6.2 **Additional Reporting.**

- a. Sponsor Requests. Unless specified otherwise, the Governing Authority and/or the School shall provide responses to reasonable requests from the Sponsor within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the Sponsor, except for a health or safety emergency, which must be immediately cured and which may be grounds for suspension of operations or termination of this Contract.
- b. **Findings for Recovery.** Annually, the **Governing Authority** shall report to the **Sponsor** any findings for recovery issued by the Auditor of State against any member of the **Governing Authority**, the Operator, if applicable, the Chief Administrative Officer, or any employee of the **School** with responsibility for fiscal operations or authorization to expend funds on behalf of the **School**, including those hired by the Operator. The **School** shall respond within a reasonable time to any of the **Sponsor's** inquiries regarding such information.
- c. **Operator.** The **Governing Authority** shall provide a written report to the **Sponsor** of all financial data, structure, and operations of its Operator with which it contracts, if required by law, as it pertains to the **School**, upon **Sponsor** request, and for the **School's** Annual Report.
- Site Visits. The Sponsor shall be allowed to observe the School in operation at site visits and shall be allowed access for such site visits or other impromptu visits, as Sponsor deems advisable or necessary. Sponsor will consider its Site Visit Reports in determining whether to renew a Contract. Site visits may require access to "educational records" as defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. School agrees to grant Sponsor complete read-only access to educational records, as defined by FERPA, and all other records, reports and information maintained by the School or its agents that is reportable to the Department of Education or the Auditor of State. Sponsor agrees to comply with all FERPA regulations in regard to the disclosure of Student Education Records as defined therein.

#### ARTICLE VII STAFFING

7.1 <u>Contracts.</u> The **Governing Authority** may contract with administrators, teaching and non-teaching employees necessary to carry out its mission and fulfill its duties under this Contract. The **Governing Authority** may enter into agreements with a third party to employ, administer, and hire teaching and non-teaching staff as necessary to carry out the **School's** mission and fulfill its duties

under this Contract. No such contract of employment may extend beyond the expiration of this Contract. The **School** must provide to the **Sponsor** its plan for disposition for staff in the event of nonrenewal, suspension, termination, or expiration of this Contract.

7.2 <u>Leave of Absence.</u> If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **Governing Authority** and **School** shall defend, indemnify, and hold harmless the **Sponsor** and its Board members, Superintendents, employees, and agents from all liability arising directly out of any action or omission occurring during that person's employment by the **Governing Authority** and during such leave from the **Sponsor**. Nothing in this subsection obligates this **Sponsor** to provide such a leave of absence.

#### 7.3 **Employment of Teachers.**

- a. A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**.
- b. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified or licensed in accordance with R.C. 3319.22 3319.31 and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments unless Ohio law provides otherwise. The **School** may also hire non-certificated persons to teach no more than twelve (12) hours per week or forty (40) hours per week if the individual is teaching an industry-recognized credential program at a dropout recovery school pursuant to R.C. 3319.301.
- c. Upon employment, the **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification to **Sponsor**, as well as the credentials and background checks for all staff of the **School**.
- d. Each classroom teacher initially hired by the **School** on or after July 1, 2013, and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- e. The ratio of students to full-time equivalent classroom teacher shall be no more than <u>25</u> to 1. The **School** shall provide evidence of maintaining the ratio within ten (10) business days of a request from the **Sponsor**. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative licensure within thirty (30) months of signing this Contract or request an extension upon providing documentation of courses.

- f. Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violation and substance abuse and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.
- 7.4 <u>Collective Bargaining.</u> Teaching and non-teaching employees may organize and collectively bargain pursuant to R.C. 4117, *et seq.* In the event of collective bargaining, no collective bargaining agreement shall extend beyond the term of this Contract. The **Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit notwithstanding R.C. 4117.06(D)(1).
- 7.5 **<u>Performance Pay.</u>** If the **School** receives funds from a grant awarded under the Federal Race to the Top, program Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5, 123 Stat. 115, **School** shall pay teachers based upon performance in accordance with R.C. 3317.141 and will comply with R.C. 3319.111 as if it were a school district. School must have a valid process, similar to OTES and OPES, for evaluating teachers and principal/superintendent that includes goal setting and review of student performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Ohio Department of Education and the performance rubric must be aligned to the OTES rubric. A Governing Authority member or designee and/or regional manager of an Operator must undergo appropriate training/credentialing by the Ohio Department of Education responsible if for evaluating the principal/superintendent.
- 7.6 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively under R.C. 4416, to the collective bargaining agreement supersedes to the extent that it provides for health and other benefits.
- 7.7 <u>Professional Development.</u> The Governing Authority shall provide a plan describing the professional development activities offered to the **School** staff as a part of the **School**'s Comprehensive Plan.
- 7.8 **Volunteers.** All volunteers must be notified that the **School** requires a background check before they can volunteer in the **School**.

# ARTICLE VIII FINANCES

8.1 <u>Financial Records.</u> The **School's** financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules adopted by the Auditor of State and in the manner presented in R.C. 117. The **School** shall meet the requirements and follow the procedures for program and

financial audits established by the Auditor of State and the Department of Education. The **Governing Authority** shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2), and any other enhanced standards required by the **Sponsor**.

8.2 <u>Fiscal Officer.</u> The **School** shall have a designated fiscal officer with a Treasurer license. A copy of the Fiscal Officer's License is attached as part of **ATTACHMENT 4**. The **Governing Authority** must submit to the **Sponsor** its selection for Fiscal Officer and the **Sponsor** must approve the appointment.

School Rep Initials	ERCO Rep Initials		The <b>School</b> agrees that its fiscal office (pick, initial and sign only one):	er shall be
B.S.P		1.	The <b>School's</b> Treasurer  Jeff Foster	; or
		2.	Its Operator NA	, through the
			Operator's Treasurer NA	
		3.	A qualified service provider named NA	
			(credentials and training to be provided <b>Sponsor</b> .)	d to the

- 8.3 <u>Fiscal Bond</u>. The Fiscal Officer shall execute a bond in an amount and with surety to be approved by **Sponsor**, payable to the State of Ohio, conditioned on the faithful performance of all official duties required of **School** Fiscal Officer. The bond shall be deposited with the **Governing Authority**, copies thereof, certified by the **Governing Authority**, shall be filed with the **Sponsor** and county auditor in which the **School** is located.
- 8.4 <u>Fiscal Services Agreement.</u> The **School** must provide to the **Sponsor** a copy of any fiscal services agreement between a **Governing Authority** and a third party. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the **School's** closure and final or special audit services. The Fiscal Services Agreement must state that the Fiscal Officer is primarily responsible for all financial-related provisions of the closing procedures should the **School** close.
- 8.5 <u>Custody of School Funds.</u> All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer, who shall maintain all funds and accounts of the **School**.

- 8.6 **Financial Plan.** A Financial Plan detailing an estimated school budget for each fiscal year of this Contract and an estimated Five Year Plan. These are attached as part of **ATTACHMENT 4**, which also includes the Fiscal Officer's license and Financial Self-Evaluation of Financial Goals and Measurements. The Financial Plan must meet specific performance measures for financial performance and sustainability. **Sponsor** evaluates the **School's** performance in reaching prescribed financial goals. The **School's** self-evaluation projects its ability to meet these goals throughout the Contract. See **ATTACHEMENT 4**. These evaluations will be considered in the **Sponsor's** renewal process.
- 8.7 <u>Fiscal Budget.</u> Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under R.C. 3314.08. The base formula amount for any year shall not exceed the dollar formula amounts specified for the year by the Department of Education, must be included in the budget. Projected expenses must include the total estimated per pupil expenditure amount for each year. Should the **Sponsor** request further breakdown of revenue, line items for expenses, or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by an Operator, the **Governing Authority** must provide the Operator sufficient data, to allow **Sponsor** to review revenue and expenses.
- 8.8 <u>Financial Management</u>. The **School** must file with **Sponsor** its policies and procedures for internal financial controls. These must include the following:
  - a. Commonly accepted accounting practices and the capacity to implement them.
  - b. Bank account maintenance within Ohio.
  - c. Adequate payroll procedures;
  - d. Procedures for creating and reviewing of monthly and quarterly financial reports.
  - e. Internal control procedures for cash receipts, cash disbursement and purchases.
  - f. Maintenance of asset registers and financial procedures for grants in accordance with federal and state law.
- 8.9 **Borrowing Money.** The **School** may borrow money only to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments due to the **School** pursuant to R.C. 3314.08. The **School** may issue notes to evidence its borrowing. A copy of all notes must be provided to

**Sponsor** within five (5) days of execution. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for acquisition of facilities.

For schools with Operators, all loans from the Operator, including facility loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate.

- 8.10 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.
- 8.11 <u>Audits.</u> The **Governing Authority** may contract with an attorney, an accountant, or entity specializing in audits for assistance. However, such attorney, accountant or entity must be independent from the **School's** Operator.
- 8.12 **Financial Audit Standards.** The **School** understands that the **Sponsor** must be present at all meetings with the Auditor of State. The **School** must provide written notice to the **Sponsor** of the time, date, and location of all such meeting to the **Sponsor** within three (3) business days of receiving notification of a meeting.
- 8.13 <u>Unauditable Status.</u> If the **School** is declared unauditable under R.C. 33114.51, the **Governing Authority** must suspend the Fiscal Officer and find an immediate replacement. If the **Governing Authority** has contracted with an Operator that provides the fiscal services, the **Governing Authority must** cause the Operator to suspend the Fiscal Officer and find an immediate replacement.

# ARTICLE IX INSURANCE / INDEMNIFICATION

9.1 <u>Liability Insurance.</u> Governing Authority must maintain comprehensive general liability insurance at all times in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The insurance coverage shall be for the **School**, the **Governing Authority**, its Directors, Officers and its employees, and also for the **Sponsor**, its Board, Superintendent and employees, as additional insureds. The insurance coverage must be occurrence coverage or claims made coverage and the **Sponsor** must be an additional certificate holder.

The policy or certificate of insurance shall be provided to the **Sponsor** upon request. The **Governing Authority** shall provide evidence of such coverage annually.

The **Governing Authority** must obtain policies that notify **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and shall provide evidence of the same to the Sponsor.

- 9.2 <u>Indemnification.</u> The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, Superintendent, employees and agents from any and all claims, demands, actions, lawsuits, legal fees incurred, causes of action, obligations, losses, costs, expenses, attorneys fees, damages, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:
  - a. A failure of the **Governing Authority** and/or **School** or its officers, directors, employees, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract, including the obligation to pay all bills and invoices for services when due.
  - b. All actions and/or omissions by the **Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law, both state and federal.
  - c. Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under law; (3) all agreements in any way connected herewith, on the part of the **School**, to be performed, complied with, or observed; or (4) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **Governing Authority** or to third parties in any way related to the **School**.
  - d. Any liabilities incurred by **Sponsor** or its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by the **School** or the **Governing Authority** unless the **School** or **Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.
- 9.3 <u>Survival</u>. All provisions of this Article XI shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

# ARTICLE X SPONSOR OBLIGATIONS CONTRACT AUTHORIZATION, PERFORMANCE MONITORING, TERMINATION AND NON-RENEWAL

10.1 <u>Contract Authorization</u>. Before executing this Contract, the <u>Governing</u> Authority must pass a resolution authorizing execution of this Contract and authorizing a member of the <u>Governing Authority</u> to execute this Contract for and on behalf of the <u>Governing Authority</u> with full authority to bind the

- **Governing Authority**. The **School** shall provide a copy of resolution to **Sponsor**.
- 10.2 <u>Performance Monitoring.</u> The **Sponsor** reserves the right during the term of the Contract to require the **Governing Authority** to do any or all of the following as part of a Corrective Action Plan:
  - Place the **School** Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
  - Replace the **School** Chief Administrator.
  - Hire School improvement coaches and monitor the academic improvement plan at each Governing Authority meeting.
  - Require School to implement additional academic supports and monitor the progress of students at each Governing Authority meeting.
- 10.3 **Expiration of Contract.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.
- 10.4 <u>Obligations.</u> The **Sponsor** shall provide oversight, monitoring and technical assistance to the **Governing Authority** and the **School** as follows:
  - a. Monitor the **School's** compliance with all laws applicable to the **School** and with the terms of the Contract and provide technical assistance to the **School** in complying with applicable law and this Contract. The **Sponsor** is not the **School's** legal counsel, and the **School** shall consult its own legal counsel for legal advice.
  - b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis. Such monitoring and evaluation shall be based on the performance standards specified in this Contract, including Attachments thereto, all applicable State report card measures, and any other analysis conducted by the Department of Education.
  - c. Report annually to the Department of Education and to parents the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2).
  - d. Monitor the financial and enrollment records of the **School** by meeting with the Fiscal Officer at least once per month and, within ten (10) days of each meeting, issue a written report regarding the review to the **Governing Authority** and the Fiscal Officer.
  - e. Offer additional workshops and activities, as determined by the **Sponsor**, specifically designed to benefit the School.

- f. Take steps to intervene in the **School's** operation to correct problems with the **School's** overall performance, pursuant to R.C. 3314.023(E).
- g. Declare the **School** on probationary status pursuant to R.C. 3314.073.
- h. Suspend the operation of the **School** pursuant to R.C. 3314.072.
- i. Terminate the Contract pursuant to R.C. 3314.07 as determined necessary by the **Sponsor**.
- j. Require a corrective action plan from the **School** to cure any issues or violations.
- k. Ensure appropriate fiscal controls and develop a plan of action in the event that the **School** experiences financial difficulties or closes before the end of the School Year. The **Governing Authority** consents to the authority of the **Sponsor** to carry out its obligations. If needed, under Department of Education closing guidance. The **Governing Authority** agrees that it will not abandon its own statutory duties for closure.
- I. Submit annual assurances for the **School** to the Department of Education no less than ten (10) business days prior to the opening of the **School's** first year of operation or, if the **School** is not an internet or computer-based school, and changes its facility location or adds a facility, provide annual assurances prior to the first year it operates from the new building pursuant to R.C. 3314.19.
- m. Report on the amounts and types of expenditures made to provide monitoring oversight, and technical assistance to schools it authorizes, as required by R.C. 3314.025.
- n. Adhere to and comply with the **Sponsor** Contract with the Department of Education to operate as a **Sponsor**.
- Assist the Governing Authority with technical assistance, training, and/or services from other entities as may be reasonably necessary, when requested.

#### 10.5 **Probation and Suspension.**

a. Probation. The **Sponsor** may place the **School** on probationary status pursuant to R.C. 3314.073 in lieu of suspension or termination after consulting with the **Governing Authority** and specifying the conditions that warrant probation. Upon receiving the **Governing Authority's** written assurances, satisfactory to **Sponsor**, of the actions and time frame to remedy the conditions, the **Sponsor** may remove the probationary status. Probationary status shall not extend beyond the end of the School Year.

- b. Intent to Suspend/Suspension. Pursuant to R.C. 3314.072, the **Sponsor** may suspend operations of the **School** for any of the following reasons:
  - 1. Failure to meet student performance requirements stated in this Contract.
  - 2. Failure to meet generally accepted standards of fiscal management.
  - Violation of any provision of this Contract or applicable state or federal law.
  - 4. Other good cause.

#### c. Process.

- 1. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **Governing Authority** with five (5) business days to submit a proposed remedy.
- 2. **Sponsor** shall promptly review the proposed remedy.
- 3. If **Sponsor** disapproves of the proposed remedy or if the **Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension.
- 4. Upon receiving the Notice of Suspension, the **School** must cease operations on the next business day, and immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefor.
- 5. The **School** again has an opportunity to submit a proposed remedy within five business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
- 6. If the **Sponsor** suspends the Contract, the Contract becomes void if the **Governing Authority** does not provide a proposal to remedy the conditions, satisfactory to **Sponsor**, by the 30<sup>th</sup> day of September of the following School Year.

#### 10.6 **Expiration, Termination and Non-Renewal of Contract**

- a. This Contract expires on the date provided in the Contract. The **Sponsor** and **School** may enter a Renewal Contract pursuant to R.C. 3314.03(E) unless the Contract is terminated or not renewed.
- b. **Sponsor** may choose not to renew a Contract at its expiration or may choose to terminate a Contract prior to its expiration for any of the following reasons:
  - 1. Failure to meet student performance requirements as stated in Contract.
  - 2. Failure to meet generally accepted standards of fiscal management.
  - 3. Violation of any provisions of the Contract, or applicable state or federal law.
  - 4. Other good cause.
- c. Upon fourteen (14) days notice, **Sponsor** may choose to terminate the Contract prior to its expiration if **Sponsor** has suspended the operations of the **School**.
- d. Upon termination or non-renewal, the **School** may file a written notice requesting an informal hearing, which shall be held within fourteen (14) days of receipt of notice.
- e. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision.
- f. Upon a decision of the **Sponsor** to suspend the Contract, it becomes void if the **Governing Authority** does not provide a proposal to remedy.
- g. Termination of the Contract shall be effective upon the occurrence of the later of the following events:
  - The date the **Sponsor** notifies the **School** of its decision to terminate the contract (if the School does not file a written notice requesting an informal hearing);
  - if after an informal hearing, the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.
- h. Upon termination of its contract the **School** shall close permanently at the end of the current school year or on a date specified in the notice of

- termination. Any **School** whose contract is terminated shall not enter into a contract with any other sponsor.
- 10.7 Closure. The School shall comply with the closing procedures of Sponsor, the Department of Education, and all other required procedures at the pertinent time. The Governing Authority acknowledges the obligations of the Sponsor in Department of Education's closing guidance and consents to the authority of the Sponsor to carry out those obligations, if necessary. The Governing Authority agrees to complete its own statutory duties for closure. The Governing Authority acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The School must comply with all closing procedures, including those set forth in ATTACHMENT 5.
- 10.8 <u>Disposition of Assets.</u> In the event that this Contract is (a) suspended and terminated; (b) not renewed and not reassigned to another sponsor; or (c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **Governing Authority** and the **School**:
  - a. Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible.
  - b. After paying or adequately providing for the payment of all known obligations of the **School**, the **Governing Authority** shall distribute the remainder of the assets as follows:
    - 1. Assets held upon condition requiring return, transfer, or conveyance which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements.
    - 2. In the case of a public benefit corporation:
      - Assets held by it in trust for specified purposes shall be applied so far as feasible and in accordance with the terms of the trust.
      - ii. Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended, or
      - iii. In the event and to the extent that, in the judgment of the Directors, it is not feasible to apply the assets provided in the above clauses (1) and (2), the assets shall be applied as

may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

#### 10.9 Renewal Process.

- a. Provided this Contract is not currently suspended and has not been non-renewed or terminated by the Sponsor, the School may apply to the Sponsor for renewal of the Contract. The Sponsor's Protocol for Renewal is attached as ATTACHMENT 7.
- b. During the School Year in which this Contract expires, the **Sponsor** shall provide the **School** with the renewal application, the renewal application guidelines, and a list of required documentation.
- 10.10 <u>High Stakes Reviews.</u> Renewal is subject to a High-Stakes Review and the **Sponsor's** determination that the **School** has satisfactorily complied with this Contract and all applicable laws, that the **School** is financially solvent, organizationally viable, and that the **School's** progress in meeting its Performance Targets is satisfactory.
- 10.11 **Reasons for Non-Renewal of Contract.** The **Sponsor** may choose not to renew this Contract for any of the following reasons:
  - failure to meet student performance requirements set forth in this Contract;
  - failure to meet generally accepted standards of fiscal management;
  - violation of any provision of the Contract or applicable state or federal law; or
  - other good cause. See R.C. 3314.07

#### 10.12 Non-Renewal.

- a. By January 15 of the year in which the Contract expires, the **Sponsor** shall notify the **Governing Authority** in writing of whether the **Sponsor** intends to renew or non-renew.
- b. If the **Sponsor** intends to non-renew this Contract, the notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the **Sponsor** in accordance with the **Sponsor's** protocol for non-renewal.
- c. The informal hearing shall be held within fourteen (14) days of receipt of request and no later than fourteen (14) days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate or non-renew the Contract.

- 10.13 School Intention to Non-Renew. If the School does not intend to renew its Contract with the Sponsor, the School shall notify the Sponsor in writing, including the reason, at lease one hundred eighty (180) days prior to the expiration of this Contract. Prior to the notification, the Governing Authority must adopt a resolution at a properly noticed public meeting that authorizes the non-renewal of this Contract and that authorizes one or more individuals to notify the Sponsor.
- 10.14 <u>Assignment of Contract.</u> The **School** may enter into a contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration.

# ARTICLE XI MISCELLANEOUS

- 11.1 <u>Dispute Resolution.</u> In the event of a dispute between the **Sponsor** and **Governing Authority** regarding either any term of this Contract or any community school issue, the parties shall each designate a person to resolve the dispute. In the event that the dispute cannot be resolved by the parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or his/her designee is final and binding. Any appeal of the decision of the Superintendent or his/her designee shall be to the Hamilton County Court of Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County, Ohio.
- 11.2 <u>Term.</u> This Agreement shall be for a term of 3 year(s) commencing on July 1. 2021 and ending on June 30, 2024.
- 11.3 <u>Severability.</u> Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.4 <u>Headings.</u> Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.5 <u>Notices</u>. All notices required or permitted by this Contract shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented to the following persons and addresses:

If to Sponsor:

Educational Resource Consultants of Ohio, Inc.

3401 Hamilton-Mason Road, Suite A Hamilton, OH 45011

With a copy to:
Phyllis E. Brown
Brown Law Firm, LLC
250 E. 5<sup>th</sup> Street, Suite 1500 Cincinnati,
OH 45202

If to the Governing Authority or School to:
Renaissance Academy
Bessie Sherrod Price
1555 Elaine Road
Columbus, Ohio 43227

With a copy to:

11.6 Amendments, Updates and Modifications. This Contract constitutes the entire agreement among the parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both parties. When a **School** seeks to amend or modify any terms in this Contract, the **School** must provide **Sponsor** with a writing setting forth the page number, article number and section number it seeks to change together with an explanation of its reasons. The School must not amend or modify the text within the Sponsorship Agreement. Notifications required by this Contract shall not be considered amendments or modifications of this Contract. **Sponsor** regularly updates its performance framework to support higher achievement and to ensure stronger compliance. Sponsor and its legal counsel regularly assess Contract language to ensure consistency with changes in state and/or federal law and regulations at least every six months. significant changes in state and/or federal law and regulations at any time, legal counsel notifies Sponsor and Sponsor determines the need for modification. Finally, **Sponsor** may modify its existing contract to reflect changes and modify its template for new schools.

11.7 <u>Attachments</u>. All Attachments to this Contract are incorporated by reference into the Contract. Resolutions by the **Sponsor's Governing Board** and **Governing Authority** approving this Contract shall be attached to this Contract.

The Educational Resource Consultants of Ohio **School Governing Authority** 

By: J. Leonard Harding

Title: Executive Director

with full authority to execute this Contract for and on behalf of **Sponsor** and with full authority to bind **Sponsor**.

By: Bessie Sherrod-Price (May 21, 2021 15:23 EDT)

Title: R.AMA

with full authority to execute this Contract for and on behalf of the **Governing Authority** and with full authority to bind the **Governing Authority** 

# MODIFICATION TO SPONSORSHIP AGREEMENT FOR A COMMUNITY SCHOOL RY AND RETWEEN

# EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. AND

#### GOVERNING AUTHORITY OF SCHOOL.

WHEREAS, ERCO and the Governing Authority is entering into a Sponsorship Agreement for a Community School ("Agreement") with an initial term commencing on July 1, 2021; and

WHEREAS, ERCO and the Governing Authority agree to the following modification;

**NOW THEREFORE,** the parties modify the Agreement as follows:

#### ARTICLE III, Compliance with Ohio Laws, Section 3.1(a) is modified as follows:

- 3313.536 [school safety plan] is deleted.
- 3313.6016 [college and career readiness, financial literacy] is changed to 3313.6015 [college and career readiness, financial literacy]
- 3321.02 [student liberties religious act] is changed to 3320.02 [student liberties religious act]
- 4413.251 [whistleblower protection] is changed to 4113.52 [whistleblower protection]

#### ARTICLE III, Compliance with Ohio Laws, Section 3.1(f) is modified as follows:

• 33113.6023 [CPR and AED training] is changed to 3313.6023 [CPR and AED training]

#### ARTICLE IV, Operations, Section 4.13(f)(5) is modified as follows:

• 3314.03(A)(3) is changed to 3314.03(A)(30).

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE AGREEMENT INCLUDING BUT NOT LIMITED TO EACH ARTICLE TO SECTION TERM OR EXHIBIT, SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY ADDED, REPLACED, OR MODIFIED HEREIN.

Executed this 8th day of June	, 2021 in Hamilton County, Ohio.
GOVERNING AUTHORITY	SPONSOR
School By: Renassance Academy	Educational Resource Consultants of Ohio, Inc.  By:   J. Leonard Harding

Signature: Bessie SHERROD-Price

Email: bess1759@aol.com

#### **ATTACHMENT 1**

- A. Governing Authority/Board of Directors:
  Member Names, Addresses, Email Addresses, Telephone Numbers, Resumes
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number
- C. Code of Regulations
- D. Administrative and Governance Plan
- E. Conflict of Interest/Related Party Policy
- F. Related Party Disclosure Form
- G. School Calendar
- H. IRS Determination Letter (if any)
- I. Self Evaluation of Operations and Governance Goals and Measurements
- J. Calendar of School Board Meetings

#### Renaissance Academy Board Contact 2020-2021

#### Bessie Sherrod- Price, President

1759 Bide A Wee Rd. Columbus, Ohio 43147 614-252-4031 C 614-513-3083 Bess1759@aol.com

Carolyn Fields - Treasurer 182 Talmadge Street Columbus, Ohio 43203 614-769-0045 Fieldsc20@gmail.com

Art Williamson- Secretary 97 N 22<sup>nd</sup> St. Apt A Columbus, Ohio 43203 614-254-0157 Artjr1206@gmail.com

Lloyd McClendon- Vice President 2504 Lakemere Way Columbus, Ohio 43209 614-893-9527 lloydmcclendon@gmail.com

Tyra Hawkins Parliamentarian 1200 Rosehill Road Apt 206 Reynoldsburg, Ohio 43068 614-330-7858 Tyrahawkins86@yahoo.com

**Dr. Lisa Hunter**83 Collinwood Road
Columbus, Ohio 43205
msdrlisa@gmail.com

John Crawford 1964 Aberdeen Ave. Columbus, Ohio 43211 614-286-4132 Crawforj4@ohiodominian.edu





Dr. Lisa M. Hunter was born in Beckley, West Virginia to Jessie and Ruby Berry. She is the second of seven siblings. Dr. Hunter was filled with the

Holy Spirit at the age of seventeen and began her preaching ministry. She was married at the age of eighteen, to the late Jorenza Hunter Sr. From this union came three children; Jorenza Jr., Michael, and Ruby Hunter who have worked faithfully in her ministry. She served under the pastorate of Elder Julius Richardson, Pastor Juanita Irving and then under the pastorate of Ruby Berry (her mother), all of the Church of God M.P.G.T. in Beckley, WV until she was led to move to Akron, OH in 1992, when Bishop Ronald R. Henry became her Pastor (also of M.P.G.T. organization).

Dr. Hunter has served locally and nationally as a Sunday School Teacher for Ministers, as an Evangelist, president and vice-president of the national evangelistic board and in other teaching capacities of the Church of God M.P.G.T. as well as a traveling Evangelist who traveled extensively in the United States preaching the Gospel. She was called to Pastor in 1997, moved to Columbus, OH and started a Ministry (Total Life Ministries) and a Church in January 1998.

Total Life Ministries a 501 C (3) organization has the following entities under its umbrella: Total Life Ministries Church (where Dr. Hunter serves as the Senior Pastor, Berry's Home (for disabled veterans), Let the Children Come Learning Center (a daycare), and other housing facilities for homeless individuals. Dr. Hunter is also the President and founder of New Emmaus Bible College and the President and founder of Total Life Experience a 501 C (3) organization for disabled veterans.

Her list of educational achievements include the following degrees: an Associates in Arts from Beckley College in Beckley, WV, and Associates of Arts in Religion, a BA in Business Administration, a Master of Arts in Theological Studies, a Masters of Art in Human Services in marriage and family counseling, Masters of Art in Pastoral Counseling from Liberty University, a Bachelor of Science in Social Psychology from Park University, Parkville, MO, A Master of Arts and a Master of Divinity from American Bible College in Oklahoma City, OK, and a Doctor of Ministry degree from Bethany Theological Seminary in Dothan, AL. She is currently pursuing a Doctor of Ministry degree in Pastoral Counseling at Liberty University, Lynchburg, VA. She is currently pursuing her final unit of clinical pastoral education to be a certified chaplain and licensure to become a chemical dependency counselor.

Dr. Hunter is a voracious learner and firmly believes in the Scriptures that say, "study to show thyself approved to God and ...get wisdom, get understanding."

The Educational Resource Consultants

Renaissance Academy

7/1/2021

46

**BIOGRAPHY OF** 

Bessie Sherrod-Price

1759 Bide-A-Wee Park

Columbus, Ohio 43205

614-252-4031-H

614-531-3083-C

Email- Bess1759@aol.com

"SERVICE IS MY FOCUS IN LIFE"

"Do all you can, for whom you can, whereever you can with God as your **G**uide"



#### **EDUCATION BACKGROUND**

August, 1962 - B.S. from Alabama State University, Montgomert, Ala,

Major: Elementary Education

Minor: Home Economics

December, 1969- M.S. from Ohio State University, Columbus, Ohio

Major:Special Education

Minor: Learning Disability

1966--1997 Continue Education

Special Education courses as follow:

Special Education courses-at Ohio Dominican and Otterbein College

Columbus City Schools Workshops and Seminars in Language Arts,

Reading and Math.

Certification: Elementary Education and Special Education

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

#### **EMPLOYMENT EXPERIENCES**



2010 - At Present--Renassance Academy Governing Board
President, assigned by The Education Resource Consultation
of Ohio and with the Ohio Department of Education

2009- 2010( 3 Charter Schools Board membership)

\*Providence Academy, \*Chase Academy, and \* Primier Academy.

1999-2009' Teacher -Nia Youth and Family Academy

(Abstinence Educator, grades 6,7,8) and taught Black History

at Summer Camp)

2000- 2010 -Co-founder of Granville T. Wooda Community School

2010-2018 Substitute Teacher, Columbus Public School

1965-1998-Elementary Teacher, Columbus Public Schools

\* 1998- Retired in June with 35 years of service.\*

1964-1965- Teacher, Mt. Vernon City Schools, Mt. Vernon, Ohio, .Gr. 1-2

1963-1964 Pre-School Teacher, Jewish Center, Columbus, Ohio

1962-1963- Elementary Teacher, Union Springs, Ala .Grs3-4

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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**AWARDS AND RECOGNITIONS** 

1965 and 1970 "Jennings Scholar Award"

1987-1988 PTA" Teacher Of The Year"



1990 and 1992 "Community Beautification Award"

1990" Certification of Appreciation" from Columbus City Schools

1996" Celebration Of Teachers Award" from Zaner Blose Co.

2000" Outstanding Leadship Award from the International Training

Of Communication"

2001 "Teacher Of Distinction Award by Purpose Magazine"

2002 "Spirit Of Love Award'

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

#### \*\*COMMUNITY INVOLVEMENT:

At Present Membership in the Helen Jenkins Davis Scholarship., Lunch Bunch, serving as Historian and chairman of the Courtesy

Served on the Drive-in-Park Community Board.

Board member on the Eastside Branch of CAMACO

Serves as Secretary on the Eddie Saunder's Recognition Committee.

Member of the Red Hat Chirstian Society.

Member of the Sigma Gamma Rho Sorority,

Founder of the Learning Tree Tutoring Service

\*Church memberships\*

Mt, Olivet Baptist Church (tutored in Destiny Program

Macedonia Baptist Church (Develped a Tutoring Program)

Symria Baptist Church (Directed the Bible School Program)



### JOHN CRAWFORD

#### Columbus, OH 43211 | (614) 286-4132 | J.Crawford@att.net

#### **Professional Summary**

Charismatic and dependable Teacher with 44 years of experience delivering educational assistance and instruction to various levels of learners. Committed to providing students with necessary tools to achieve academic goals, instilling love of learning and cooperative teamwork. Adept in application of excellent communication and problem solving skills. Compassionate, creative and effective Teacher with valuable experience in classroom administration, professional development and project planning. Equipped with extensive background in versatile education environments. Student-centric instructor, academic facilitator and motivational coach. Competent at performing independently or as member of teaching team. Well-versed in classroom and online technologies.

#### Skills

- Special education
- Experiential learning
- Classcape knowledge
- Test Proctoring
- Tailoring Curriculum Plans
- SMART Board Aptitude
- Positive Reinforcement
- Positive Learning Environment
- Instructional Best Practices
- Innovative Lesson Planning
- Differentiated Instruction

- Creative Questioning
- Age-Appropriate Lesson Planning
- Student Progress Reporting
- Post-Secondary Education
- Continuing Education
- Testing and grading
- Four Blocks knowledge
- Classroom management
- Lesson Planning
- Curriculum Development

#### Work History

**Teacher** 08/2000 to 05/2020

#### Columbus City Schools - Columbus, Ohio

- Fostered team collaboration between students through group projects for [Area of study].
- Supported student teachers by mentoring on classroom management, lesson planning and activity organization.
- Kept students on-task with proactive behavior modification and positive reinforcement strategies.
- Reviewed curriculum and devised alternate approaches to presenting lessons to increase

- student understanding.
- Evaluated and revised lesson plans and course content to facilitate and moderate classroom discussions and student centered learning.
- Supervised learning groups of students in classroom stations including [Area of study].
- Planned and implemented integrated Social Studies lessons to meet Common Core Curriculum Standards.
- Networked with other educators to promote awareness of advanced teaching practices and development of 21st Century skills.
- Met with administrators and department team members to work on curriculum planning and assessment methods.
- Held conferences with parents to address questions, discuss academic progress and encourage learning goals.
- Enhanced student knowledge of technology by integrating various web-based applications for research and assignments.
- Collaborated with team of faculty to develop after-school tutorial program for students in need of extra help.
- Encouraged creative thinking and motivated students by addressing individual strengths and weaknesses based on standardized testing results.
- Promoted physical, mental and social development by implementing classroom games and outdoor recreational activities.
- Completed and filed all necessary paperwork for classroom activities, including meal count sheets and attendance logs.
- Implemented and encouraged debate-style classroom environment to increase student engagement and promote critical thinking.
- Developed fundraisers and completed grant documentation to raise money for district.
- Developed and implemented lesson plans that addressed general students as well as those with individualized 504 plans as part of integrated classroom.
- Planned and implemented integrated Social Studies lessons to meet national standards.
- Communicated frequently with parents, students and faculty to provide feedback and discuss instructional strategies.
- Implemented creative ways to foster curiosity for complex principles through hands-on learning and planned activities.
- Assisted struggling students to maintain progress levels by designing individualized lesson plans focused on areas for improvement.
- Directed after-school tutoring and mentoring program serving 40 elementary school students.
- Worked cooperatively with other teachers, administrators and parents to help students reach learning objectives in [Area of study].
- Devised and implemented strategies to create and maintain cohesive school community within virtual classroom setting.
- Developed and taught lessons on relevant children's books, poems, movies and themes to

promote student interest of Children's Literature as avenue of study.

- Attended and facilitated IEP meetings for students and families.
- Maintained patience and level-headedness in diverse situations to continuously support student development and personal growth.
- Oversaw work of [Number]-person team of [Job title]s focused on educating more than [Number] students.
- Assisted students of all ability levels develop life-long learning skills and good study habits.
- Organized rooms in line with current educational thinking to maximize educational opportunities.

**Teacher** 04/1977 to 05/2000

#### Wyoming County Schools - Pineville, WV

- Established and enforced rules of behavior to drive social development and maintain positive interactions.
- Implemented classroom management improvements to enhance class morale and engagement.
- Taught lessons encompassing skill-building activities in speaking, writing, reading and listening.
- Drove student learning by establishing clear classroom plans and group objectives, as well as actionable strategies to achieve each goal.
- Organized classroom supplies and decorated walls to create fun, nurturing settings and meet learning needs.
- Taught students subject-specific material, learning strategies and social skills.
- Instructed up to [Number] students individually and in groups on [Area of study] subjects.
- Assessed student learning progress and comprehension with routine tests and standardized examinations.
- Kept classroom clean, organized, and safe for students and visitors.
- Incorporated [Software] technology into lesson planning to create engaging, multidimensional lessons.
- Collaborated with administrators on classroom policies, management strategies and discipline.
- Chaperoned field trips to maintain safety and encourage learning.
- Stayed abreast of changes to school and district policies as well as new trends in education by attending professional development courses and in-service trainings.
- Boosted individual perseverance and resilience by setting challenging goals and providing realistic support.
- Promoted exploration of building blocks of learning by leading diverse, hands-on activities.
- Assessed student progress by administering tests and evaluating results.
- Helped students develop self-esteem and life skills by fostering healthy conflict-resolution, critical thinking and communication.
- Sourced supplies to fill gaps in student activities.
- Planned lessons according to district standards to cover all requirements and prepare for

standardized tests.

• Built positive relationships with parents to involve families in educational process.

**Teacher** 08/1976 to 05/1977

#### Alleghany County Schools – Covington, VA

- Fostered team collaboration between students through group projects for [Area of study].
- Supported student teachers by mentoring on classroom management, lesson planning and activity organization.
- Kept students on-task with proactive behavior modification and positive reinforcement strategies.
- Reviewed curriculum and devised alternate approaches to presenting lessons to increase student understanding.
- Evaluated and revised lesson plans and course content to facilitate and moderate classroom discussions and student centered learning.
- Planned and implemented integrated Social Studies lessons to meet Common Core Curriculum Standards.
- Incorporated exciting and engaging activities to reinforce student participation and hands-on learning.
- Networked with other educators to promote awareness of advanced teaching practices and development of 21st Century skills.
- Met with administrators and department team members to work on curriculum planning and assessment methods.
- Held conferences with parents to address questions, discuss academic progress and encourage learning goals.
- Collaborated with team of faculty to develop after-school tutorial program for students in need of extra help.
- Encouraged creative thinking and motivated students by addressing individual strengths and weaknesses based on standardized testing results.
- Promoted physical, mental and social development by implementing classroom games and outdoor recreational activities.
- Completed and filed all necessary paperwork for classroom activities, including meal count sheets and attendance logs.
- Implemented and encouraged debate-style classroom environment to increase student engagement and promote critical thinking.
- Communicated frequently with parents, students and faculty to provide feedback and discuss instructional strategies.
- Assisted struggling students to maintain progress levels by designing individualized lesson plans focused on areas for improvement.
- Implemented creative ways to foster curiosity for complex principles through hands-on learning and planned activities.

- Devised and implemented strategies to create and maintain cohesive school community within virtual classroom setting.
- Developed and taught lessons on relevant children's books, poems, movies and themes to promote student interest of Children's Literature as avenue of study.
- Attended and facilitated IEP meetings for students and families.

### Education

Master of Science: Education Administration  Marshall University - Huntington, WV	08/1997
Master of Science: Communication Studies West Virginia University - Morgantown, WV	08/1995
Bachelor of Science: Elementary Education Radford University - Radford, VA	08/1976
Certifications	

• Licensed teacher leader - 10 years

#### LLOYD MCCLENDON 2504 Lakemere Way, Columbus, Ohio 43209 614-893-9527

#### lloydmcclendon@gmail.com

EDUCATION-BFA DEGREE OHIO UNIVERSITY

PROFESSIONAL OBJECTIVE: An EXECUTIVE ADMINISTRATIVE POSITION that will allow me to cultivate my skills and abilities to exceed expected goals and objectives while maintaining a strong and positive leadership role.

#### SUMMARY OF QUALIFICATIONS

- Over 25 years Executive Management/Administrative experience private, local and government sector
- Over 25 years' experience in Business/Community Development/Involvement
- Over 15 years Senior Level Banking experience
- Effective in supervising, goal setting, customer service, strong coordinating abilities
- Strong sales, organization skills with high degree of problem solving/resolution
- · Proficient in strategic planning analytics, budgeting and forecasting
- Adept at successfully handling multiple tasks; 6-years in administrative Education

#### PROFESSIONAL EXPERIENCE

Dean of Students/Operations Director/HR

March 2015 to November

Renaissance Academy, Columbus, Ohio

- Manage all functions for the operation for charter school K-8, including
- In charge of Vendor acquisition, negotiations, supplies, hiring, marketing, advertising;
- Increased total FTE first year from 152 to 185 (21%);
- Developed long range marketing plan to expand school enrollment from 163 students to 205 students:
- Act as Liaison to ODE, Sponsor, Community and Stake holders:
- Assist and prepare audits for Sponsor, State and Federal programs;
- Responsible for school activities in the absence of Superintendent/Principal;
- Responsible for budgeting, forecasting, billing, invoicing, payments;
- Handle hiring and recruiting for staff; developed school policy and procedures.

Assistant Vice President/Manager 2011

December 2008-February

1

#### First Merit Bank, Columbus, Ohio

- Top sales results for Division 345% of Checking Goal 2010;
- Organized and Marketed Summer Youth Jobs Program with Franklin County resulting in over 750 incremental product sales;
- Increased sales production by 8% Y-T-D 2009;
- Ranked third in the division for net Household Growth;
- Responsible for sales and production for the bank's products and service including marketing plan, sales goals, forecasting, reporting, budgeting;
- Develop and conduct outreach program to community public & private:
- Supervise staff and coordinate Marketing Events;

#### Page-2 Resume Lloyd McClendon

 Facilitated presentations and speaking engagement to over 35 Community groups 2010.

Deputy Director/Asst. Superintendent
Millennium Community Schools, Columbus, Ohio
Charter school K-6 (650 students)

March 2006-JUNE 2008

- Successfully managed \$12 Million Capital building campaign;
- Managed charter school's annual federal, state foundational budget of \$6 million resulting in a \$350,000.00 surplus;
- Renegotiated service contracts for the schools via; insurance, equipment and janitorial services resulting in a net savings of \$45,000.00 per month first year 2007;
- Renegotiated National Lunchroom Program vendor contract which reduced annual cost by 38% (resulting in a yearly savings of \$129,000):
- Led and orchestrated complex 2-year financial due diligence, contract
  - Negotiations and final contract for land acquisition and building design/construction for 12M project (advised board-of-director of any possible significant risk factors and exposure);
- Orchestrated expansion to increase additional grade levels through business and development/marketing coordination propelling school from k-6 to k-8
- Responsible for National Audits, policies/procedures, budgeting forecasting, payroll and accounts payable (resulting audits "no questionable cost");
- Facilitated Outreach Program for school enrichment and enrollment:
- Liaison for Ohio Department of Education and the Community;
- Evaluated and Developed Training for National Accreditation.

Senior Officer
H & R Block Mortgage, Columbus, Ohio

March 2003-April 2005

- Recruited by H & R Block to establish mortgage origination for the Columbus MSA
- Developed New and Emerging Marketing plan which resulted in an increase of 14% annual growth
- Successfully supervised and trained staff of 10 loan officers

### Senior Officer Community Development 2003

February 2000-March

Fifth Third Bank, Columbus, Ohio

- Top low-moderate originator Columbus Metropolitan Service Area (MSA) with sales of over \$18 million;
- Negotiated mutual agreements with builders and contractors to finance \$10 million low-moderate home mortgage loans;
- Pioneered first Columbus wide Home Buyer's Seminar with Columbus Urban League partnering with Fannie Mae and other local banks (Served as Chair);
- Successfully organized Spring Home Buyers Seminar resulting in over 1500 residents being served Franklin County.

#### Page-3 Resume Lloyd McClendon

#### **PREVIOUS EXPERIENCE TO 2000**

Senior Officer Community Development Norwest Mortgage/ Wells Fargo Senior Officer Community Reinvestment (CRA) Bank One Columbus Director Customer Relations Ricart Automotive Group Governmental Lobbylst Office of the Consumers' Counsel Deputy Director Consumer Services Division Ohio Office of the Consumers' Counsel Special Market Manager Coca Cola Bottling Company

#### EDUCATION/HONORS/ACCOMPLISHMENTS

Graduate Ohio University BFA Degree
Ohio University Football Hall of Fame Inductee
Scholarship Award Ohio University
Scholarship Award Columbus School of Art and Design
Won MAC Football Conference Championship Ohio University (Ranked 13th in Country)
MAC Conference Tangerine Bowl Participant
Ricart Automotive Top Sales Award
Pioneered First Bulk Display Sale of Coca-Cola to Discount Stores Columbus, Ohio
Ohio House of Representatives Recognition by the Ohio Charter Schools Association
Ohio Senate Certificate of Appreciation for Community Service

### Tyra Hawkins Cargill

1200 Rosehill Road Apt 206 Reynoldsburg, OH 43068 614-330-7858 tyrahawkins86@yahoo.com

#### **OBJECTIVE**

To obtain a position where I can empower children & encourage their self-esteem, provide strategies to develop self-control, and equip students with tools for school success.

#### EXPERIENCE

PEAK Instructional Assistant, Broadleigh Elementary — 2005-Present Receive students with behavioral issues in the PEAK classroom and develop & implement behavior contracts as necessary; Educating Staff, Parents & Students about the appropriate use of PEAK and providing alternative steps that can be implemented prior to PEAK; Communication with Teaching Staff to provide continuity of behavior plans to carry over into the classroom; Assist students with school work while in PEAK room; Check-in Check-out with behavior students; Build rapport with all parents in the school; Assist students with self-esteem & hygiene when necessary; Wake-up phone calls to parents who need assistance to make sure students come to school; Entering data into Infinite Campus in a timely manner

Instructional Assistant, Broadleigh Elementary — 1999-2005 Various positions in classrooms; After-school tutoring in Reading & Math; Cafeteria Duty

#### **EDUCATION**

Columbus City Schools-Paraprofessional Certificate — 2006

East High School Graduate-1986

#### CERTIFICATES OF COMPLETION

Code of Conduct, Infinite Campus Behavior, First Aid, Managing Food Allergies, Bloodborne Pathogens for School Employees, AED Use Cardiac Science, Employee Accident and Exposure Incident Reporting, Various workshops during Professional Development Days PEAK Institute with Tyree Rivers



DATE 11/22/2017 DOCUMENT ID 201732502438

DESCRIPTION SUBSEQUENT AGENT APPOINTMENT (AGS) FILING 25.00

CERT COPY

0.00

#### Receipt

This is not a bill. Please do not remit payment.

THE RENAISSANCE ACADEMY-A SCHOOL FOR THE MULTMEDIA ARTS SHARICE MARTIN 1555 ELAINE RD COLUMBUS, OH 43227

### STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted 1827452

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE RENAISSANCE ACADEMY-A SCHOOL FOR THE MULTMEDIA ARTS

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

SUBSEQUENT AGENT APPOINTMENT Effective Date: 11/20/2017 201732502438



United States of America State of Ohio The Edweational Resource Consultants

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 22nd day of November, A.D. 2017.

Renais Shife Sede Wary of State

7/1/2021



**Entity#:** 1827452

Filing Type: CORPORATION FOR NON-PROFIT

Original Filing Date: 01/02/2009

Location: COLUMBUS-

Business Name: THE RENAISSANCE ACADEMY-A SCHOOL FOR THE

**MULTIMEDIA ARTS** 

Status: Active

**Exp. Date:** 11/20/2022

# **Agent/Registrant Information**

SHARICE MARTIN
1555 ELAINE RD.
COLUMBUS OH 43227
11/20/2017
Active

# **Incorporator Information**

LETITIA EDWARDS MICHAEL STUCKEY LATISHA FIELDS

## **Filings**

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	01/02/2009	200900501346
DOMESTIC/AMENDMENT TO ARTICLES	02/24/2009	200905602288
DOMESTIC/AMENDMENT TO ARTICLES	05/19/2011	201114000344
LETTER/RENEWAL NOTICE MAILED	01/18/2016	201601854239
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	05/26/2016	201614782142



DOMESTIC/REINSTATEMENT	11/20/2017	201732502436
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	11/20/2017	201732502438

### **Prior Business Names**

Prior Business Name	Effective Date
PROVIDENCE ACADEMY - S.T.E.M.	02/24/2009
PROVIDENCE ACADEMY FOR STUDENT SUCCESS	05/19/2011

#### UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 24th of May, A.D. 2019

**Ohio Secretary of State** 

Touch of Bare



DATE 11/22/2017 DOCUMENT ID 201732502438

DESCRIPTION
SUBSEQUENT AGENT APPOINTMENT (AGS)

FILING 25.00 EXPED 0.00 CERT COPY 0.00 0.00

Receipt

This is not a bill. Please do not remit payment.

THE RENAISSANCE ACADEMY-A SCHOOL FOR THE MULTMEDIA ARTS SHARICE MARTIN
1555 ELAINE RD
COLUMBUS, OH 43227

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
1827452

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE RENAISSANCE ACADEMY-A SCHOOL FOR THE MULTMEDIA ARTS

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

201732502438

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 11/20/2017



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 22nd day of November, A.D. 2017.

Ohio Secretary of State

Jon Hustel



Form 521 Prescribed by:

#### JON HUSTED Ohio Secretary of State

Toll Free: (877) SOS-FILE (877-767-3453) Central Ohio: (614) 466-3910

www.OhioSecretaryo/State.gov busserv@OhioSecretaryo/State.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite) P.O. Box 788 Columbus, OH: 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390 Columbus, OH 43216

**Statutory Agent Update** Filing Fee: \$25 (CHECK ONLY ONE(1) BOX) (1) Subsequent Appointment of Agent (2) Change of Address of an Agent (3) Resignation of Agent Corp (155-AGR) Corp (165-AGS) Corp (145-AGA) LP (155-AGR) ☐ LP (165-AGS) LP (145-AGA) LLC (153-LAG) LLC (171-LSA) LLC (144-LAD) Partnership (153-LAG) **Business Trust Business Trust** (171-LSA) **Business Trust** (144-LAD) (153-LAG) Real Estate Investment Trust Real Estate Investment Trust Real Estate Investment Trust (171-LSA) (144-LAD) (153-LAG) Name of Entity RENATS SANCE ACADEMY A SCHOOL Charter, License or Registration No. Name of Current Agent Complete the information in this section if box (1) is checked Name and Address of New Agent Name of Agent

Complete the information in this section if box (1) is checked and business is an Ohio entity	
ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT	
The Undersigned, Name of Agent MAKTIN, named herein as the	<b>;</b>
statutory agent for RENAL BANCE ACADEMY MULTI MEDIA ACKNOWLEDGE Name of Business Entity	∌s
and accepts the appointment of statutory agent for said entity.	
Signature:	
Individual Agent's Signature/Signature on behalf of Business Serving a	us Agent
Complete the information in this section if box (2) is checked	
New Address of Agent  Mailing Address  City  State  Zip Code	
Complete the information in this section if box (3) is checked	
The agent of record for the entity identified on page 1 resigns as statutory agent.	
Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.	е
Mailing Address	
City State Zip Code	

Required	
Agent update must be signed by an authorized representative (see	Authorized Representative
instructions for specific information).	
anomadon).	By (if applicable)
If authorized representative is an individual, then they	
must sign in the "signature" box and print their name in the "Print Name" box.	Print Name
If authorized representative is a business entity, not an individual, then please print the business name in the	LENATSANCE ACADEMY A SAND OF MULTI MEDIA ART Authorized Representative
"signature" box, an authorized representative	
of the business entity	By (if applicable)
must sign in the "By" box and print their name in the	-SULANIE MARTIN
"Print Name" box.	SHARLE MARIN

Q HELP MENU ≡

Home > Tax Exempt Organization Search > Renaissance Academy - A School For The Multi Media Arts

Back to Search Results

# Renaissance Academy - A School For The Multi Media Arts

EIN: 80-0355425 | Fairlawn, OH, United States

> Other Names

Renaissance Academy - A School for the Multi Media Arts RENAISSANCE ACADEMY-A SCHOOL FOR THE MULTIMEDIA ARTS

### Publication 78 Data •

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

**Deductibility Code: PC** 

# Copies of Returns (990, 990-EZ, 990-PF, 990-T) €

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> Tax Year 2016 Form 990

1 of 2

The Educational Resource Consultants

Renaissance Academy

7/1/2021

67

# By-laws for Renaissance Academy A School of Multi-media Arts

#### ARTICLE I

#### DEFINITIONS

When used in these Bylaws the terms set forth in this Article shall have the following meaning:

- 1. "Corporation" shall mean "Renaissance Academy A School of Multi-media Arts" (RAMA), an Ohio not-for-profit corporation with 501(c)(3) status from the Internal Revenue Service and duly authorized under the statues of the state of Ohio. (The principle address of the Non-profit Corporation is located at 1555 Elaine Road, Columbus, Ohio 43227.
- 2. "Board" shall mean the Board of Directors of the Corporation.
- 3. "System" shall consist of the public charter schools known as "Renaissance Academy a School of Multi-media Arts".
- 4. "Chair" shall mean the Chairperson of the Board of Directors.
- 5. "Charters" shall mean the school charters agreed to between the Renaissance School District and the Board of Directors on behalf of the school(s) within the System.

#### ARTICLE II

#### **MISSION**

#### Section A. Mission

The mission of RAMA is to bring the best of public education to the community by providing innovation and choice within a continuous kindergarten through 8th grade curriculum so that each child recognizes the benefits of life-long learning, constructive citizenship and personal well-being. Which mission is "To develop caring, engaged citizens and thoughtful learners." Students will study a core curriculum (as mandated by the Department of Education for the State of Ohio). Expanded curriculum into media-arts may augment the core curriculum when possible.

#### ARTICLE III

#### CORPORATION

#### Section A. Purpose

1. The Corporation has been created to provide the governance for this System of public charter school(s) located in the greater Franklin County and Contiguous Counties.

#### RENAISSANCE ACADEMY BYLAWS

- 2. The System is designed to improve student learning and academic achievement with the use of innovative learning methods in compliance with the Ohio Revised Code.
- 3. The System shall be non-sectarian in its programs, admission policies, employment practices and operations and will admit students without regard to sex, race, color, creed, religion, or ethnic or national origin in the same manner as other public schools in Ohio.
- 4. The Corporation members shall be those individuals who are then Directors of RAMA. Except where the Ohio law, the article of the By-Laws require action to be authorized the Directors shall have all powers and duties for the conduct of the activities of the Corporation. No individual(s) shall have any rights or privilege to govern as a member if that individual ceases to be a Director of the corporation.
- 5. Directors shall be devoted to the mission and purpose of the System and shall represent the best interests of the students, the school and the community.

#### ARTICLE IV

#### **GOVERNING BODY**

#### Section A. Composition and Selection

- 1. Board of Directors. The governing Board of the Corporation shall be known as the Board of Directors. The selection of the term "Directors" for Board members was deliberate. Director have a legally enforceable fiduciary duty to their beneficiaries. In this System, the beneficiaries are students. Each act of the Board should be designed to enhance the student experience.
- 2. Number. The Board shall consist of seven (7) voting members (no less than 5).
- 3. Qualifications. The Directors should have the credibility and respect of the community and reflect the community's diversity. The Board is designed to bring expertise to the governance of the System. Specifically, at least one of the board members shall have education, training and experience in the field of finance, one board member in the field of law, one board member in the field of business, and at least one member shall be an active school teacher or have expertise in education and one member should have a student or students attending (RAMA). At least three trustees shall have earned degrees at the bachelor's level or higher. This composition enables the trustees to have a balance with positions available for members coming from vocations and skilled trades in the community. All voting trustees must reside within the attendance zones for RAMA area school(s). Voting Directors may not hold a salaried position within the System.
- 4. Terms of Office. All terms of office shall begin on July 1 of each school year. The members shall serve terms of two years. The two-year terms shall be staggered so that at least two terms will expire each year.
- 5. Members may serve two successive two-year terms which must be approved and have a majority vote by the Board. At the end of a second successive two-year term, the member must leave the Board for at least one year.
- 6. Staggered Terms. The selection process for the first year was altered in order to properly initiate the requirement for staggered terms of the Board. (Example: Initially, Seats 1, 2 and 3 expired on May 31, 2005; Seats 4 and 5 expired on May 31, 2006; and Seats 6 and 7 expired on May 31, 2007.

- 7. Selection. The method for selecting directors is designed to promote checks and balances by having four seats emanate from the member schools through a nominating process. At the time of any vacancy nomination can be directed to the Board. Candidates will be selected by the existing Board for the purpose of continuity and stability.
- 8. Nominating Committee. The Board may name a Nominating Committee to perform the duties set forth below. At that time the Board Chair will designate the Chair for the Nominating Committee.
- 9. Nominations from Schools. If in existence, each year, the School Advisory Committees (SAC) and the Parent Teacher Organizations (PTA/PTOs) from each member school(s), pursuant to the requirements for the qualifications of Directors as set forth above, may, on or before April 15, nominate one or more individuals to become a Director in the years that the terms for those seats expire. The nominations shall be forwarded to the Board chair and/or Nominating Committee on or before May 1.
- 10. Nominating Committee Advances Names. The Nominating Committee shall select one individual from those nominated by the SACs and PTOs and advance the name to the Board of Trustees for selection. If the Nominating Committee deems it helpful, the Committee may conduct personal interviews of some or all of the nominees. The names of the nominee selected by the Committee shall be advanced to the Board of Directors on or before May 15.
- 11. Final Selection. Directors have the final vote as to membership. The Board of Director's may, but is not required to; select from those that were previously nominated by the SACs and PTOs but not selected through the nominating process. The vote as to membership shall take place at the Board's regularly scheduled meeting in May. This will enable new Board members to take office and participate in the annual meeting of the System which takes place each year in June.
- 12. Compensation and Expenses. Directors shall receive payment for their services in the amount of (\$125.00 per meeting). Directors may be reimbursed for out-of-pocket expenses incurred on Board-approved business. Expenses shall be itemized, documented and approved by the Board at the next regularly scheduled meeting.
  - 13. Resignation and Removal. A Director may resign by submitting his or her resignation in writing to the Chairman of the Board of directors'. A Trustee may be removed for cause at a meeting of Directors by an affirmative vote of two-thirds of the remaining Board of Directors. Directors being considered for removal shall receive at least one weeks' notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.
  - 14. Vacancies. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the Directors at a regular or special meeting of the Board. In order to preserve the present sequence for staggered terms, a Director selected to fill a vacancy shall be elected for the unexpired term of such person's predecessor in office.
  - 15. The Board shall provide information relating to the background and qualifications of the nominees of each new member to be elected to the Board. Members of the Board must forgo a BCI/FBI background check in accordance with the schools policy.
  - 16. All new members shall receive an orientation program to provide information regarding Sunshine Laws, the Board, the Corporation and the activities of the school.
  - 17. New members will be asked to take an "Oath of Service"

## RENAISSANCE ACADEMY BYLAWS

- 18. To conduct the business of the school and reporting purposes the Board of Directors shall meet regularly on the third Tuesday of each month at 5:30 p.m. at a designated place selected by the Board (Unless otherwise changed by the Board the time and month will be the same).
- 19. Special Meetings shall be in writing and distributed to each Director by U.S. mail, E-mail, Fax, or telephone no less than 7-days before the date set for the Special meeting.
- 20. The members will follow the "Robert rules of Order" and will have a designated parliamentarian to govern the meeting where there may be conflict with the ByLaws or other rules and procedures.

### Section B. Powers and Duties

- 1. The business, affairs, and property of the System shall be the ultimate responsibility of the Board of Directors. Without limiting the general powers conferred by state and federal law and these Bylaws, the Board shall have the following powers:
- (a) To perform any and all duties imposed on the Board collectively or individually by law or by these Bylaws;
- (b) To make and change policies, rules and regulations not consistent with law, or with these Bylaws, for the management and control of the System and its affairs, and of its employees and agents; to lease, purchase, or otherwise acquire, in any lawful manner, for and in the name of the System, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of the System's purpose and mission;
- (c) To develop an annual System schedule of events and activities;
- (d) To establish and approve all major educational and operational policies;
- (e) To enter into agreements and contracts with individuals, groups of individuals, corporations, or governments for any lawful purpose;
- (f) To hire, supervise and direct an individual who will be responsible for the day-to-day operations of the System;
- (g) To annually adopt and maintain an operating budget and thereafter exercise continuing oversight over System operations;
- (h) To cause to be kept a complete record of all the minutes, acts and proceedings of the Board;
- (i) To cause an annual inspection or audit of the accounts of the System, as well as any other audits required by law, to be made by an accountant to be selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues and expenses of the System and its financial condition;
- (j) To ensure ongoing evaluation of the System and provide public accountability;

### RENAISSANCE ACADEMY BYLAWS

- (k) To uphold and enforce all laws related to charter school operations;
- (l) To improve and further develop the System;
- (m) To strive for a diverse student population, reflective of the community;
- (n) To ensure adequate funding for the operation of the System;
- (o) To solicit and receive grants and other funding consistent with the mission of the System with the objective of raising operating and capital funds;
- (p) To carry out such other duties as required or described in the System's Charter.

## Section C. Attendance

Attendance at meetings of the Board of Trustees is extremely important for the success of the System. While understanding that emergencies and career responsibilities may interfere with attendance, each Director should evaluate his or her commitment to the responsibilities as a member of the Board. With this in mind, the Board may vote to replace a Board member who misses three consecutive meetings or is absent for more than 30% of the scheduled meetings during a calendar year. The procedure for replacing a Board member under this provision will follow the vacancy provision in these Bylaws.

## ARTICLE V

## **OFFICERS**

## Section A. Designations

The officers of the System shall include a Chair, Vice-Chair, Secretary, Treasurer, and such other officers as the Board shall deem necessary to elect.

## Section B. Election and Term of Office

The Board shall elect and appoint all officers of the System at the annual meeting of the Board. The officers shall be installed at the annual meeting and serve for terms of one year and until their successors have been duly elected and qualified. Replacement Director, when votedin, may participate in current business.

## Section C. Chair

The Chair of the Board shall preside at all meetings of the Board. The Chair of the Board shall possess the power to sign all certificates, contracts or other instruments of the System which are approved by the Board. The Chair of the Board shall exercise and perform such others powers and duties as may be prescribed by the Board from time to time.

## Section D. Vice-Chair

In the absence of the Chair of the Board or in the event of the Chair's disability, inability or refusal to act, the Vice-Chair of the Board shall perform all of the duties of the Chair and in so acting, shall have all of the powers of the Chair. The Vice-Chair shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chair.

## Section E. Secretary

The Secretary shall keep or cause to be kept a book of minutes at the principal office of all meetings of the Board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of the Trustees present at the Board meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these Bylaws and by the State of Ohio Law, and shall also perform such other duties as may be prescribed by the Board from time to time.

## Section F. Treasurer

The Treasurer shall have oversight responsibility and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the System, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall be charged with safeguarding the assets of the System and shall sign financial documents on behalf of the System in accordance with the established policies of the System. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board from time to time. (The treasurer can be an outside vendor but not have any voting rights. In which case, the member Board would have 7-Directors with voting privileges and a third-party outside vendor to handle the duties of treasurer with no voting privileges that will hired by and report to the Board).

## Section G. Removal of Officers

Any officer of the System may be removed, either with or without cause, by a two-thirds (2/3) majority of the Directors then in office at any regular or special meeting of the Board. Any vacancy by reason of removal may be filled at the time of the same meeting of the Board.

### Section H. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board by a majority vote for the unexpired portion of the term.

## Section I. Committees

The Chair may appoint ad hoc committees or standing committees as necessary for the effective governing of the System. Committees appointed by the Chair shall expire at the end of the term

#### RENAISSANCE ACADEMY BYLAWS

of the Chair making the appointment, but the committees may be renewed by the succeeding Chair.

## Section J. Election of Officers

The Board shall elect a Chair, Vice-Chair, Secretary, and Treasurer during or before its annual meeting which shall be held in conjunction with the regularly scheduled June meeting of the Board. Each officer shall hold office until the election of a successor unless earlier removed by death, resignation, or for cause. The Chair and Vice-Chair must be members of the Board.

## Section K. Resignation of Members

A resignation shall take effect immediately or at time when the resignation may specify. And be effective upon delivery. Acceptance of any resignation shall not be necessary to allow it to be effective unless so specified in the resignation letter.

### Section L. Conflict of Interest

All Directors shall disclose to the Board possible Conflict-of-Interest at the earliest practical time. No Director shall vote on any matter in which a Director has a conflict-of-interest. The minutes shall reflect that such a disclosure was made and that a Director has abstained from voting. (A conflict-of-interest refers to a Director having interest financially or otherwise which may impair his/her independent unbiased judgement.

#### ARTICLE VI

#### **BOARD MEETINGS**

## Section A. Regular Meetings

The Board shall meet at least once per month or at least quarterly, and at such times and places as the Board may determine.

## Section B. Annual Meeting and Retreat

An annual meeting of the Board for the election of officers and such other business as may come before the meeting shall be held each year in conjunction with the regularly scheduled June meeting. Board members initiating their terms of office shall be sworn in at the annual meeting. The meeting may be held on the same date in June in which the System conducts its annual strategic planning retreat. At the retreat, the newly elected Board, together with the senior management of the System will conduct the strategic thinking and planning for the future of the System. The strategy will include consideration of the System's mission (purpose), vision (ideal future state), goals (qualitative result in three to five years), strategies (broad plan of action), and objectives (quantifiable and specific steps that are annual in scope).

## Section C. Special Meetings

A special meeting of the Board of Trustees may be held whenever called by the Chair or by a majority of the Directors, and any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing or by actual notice, with certification of the notice to be entered by the corporate secretary into the minutes of the special meeting.

## Section D. Executive Committee

The Executive Committee shall consist of the Chair, Vice-Chair, and the Superintendent. The Executive Committee shall be empowered to act for the System within the interval between meetings of the Board, but only upon those issues that are necessary for action between such meetings and with regard to those issues where a special meeting of the Board would be impractical. The Secretary or the Secretary's designee shall take minutes of such meeting copies of which shall be provided to the full Board. Any action by the Executive Committee must come before the next regularly scheduled or special meeting of the Board for review and ratification by the Board.

## Section E. Compliance with Sunshine Law

Notice of all meetings specified above shall occur in compliance with Ohio Sunshine Law:

- 1. The Notice should contain the time and place of the meeting and, if available, an Agenda (or if no agenda is available, subject matter summations might be used);
- 2. The Notice should be prominently displayed in the main lobby or Front Entrance of the RAMA

Charter Schools' offices and readily available for public viewing;

- 3. Emergency sessions and Executive Committee meetings should afford the most appropriate and effective notice under the circumstances, and special meetings should have at least 24 hours reasonable notice to the public;
- 4. The use of press releases and/or phone calls to other media is recommended; and
- 5. Compliance with the Sunshine Law also requires that the meetings be open to the public and that minutes of the proceedings be taken and preserved.

### Section F. Quorum

## RENAISSANCE ACADEMY BYLAWS

A majority of the voting members of the Board of Directors shall constitute a quorum at any meeting of the Board.

#### ARTICLE VII

## MANAGEMENT

## Section A. Management

The Board shall be ultimately responsible for the operation, regulation, control, and management of the System and shall have the power and authority to perform all acts and functions not inconsistent with state and federal law, the Corporation's Articles of Incorporation, the Charters from the Renaissance Academy District, and these Bylaws. The management philosophy of the System is set forth in a Policy Statement adopted by the Board and may be used as a reference for the consistent interpretation of these Bylaws. The Policy envisions a small and efficient central staff with an effort to place as much responsibility and decision making as possible with the principals and teachers at the school level. The effort at decentralization does not diminish the fact that ultimately the Board is responsible for the conduct of the System.

## Section B. Rule of Good Judgment

In compliance with the intent of the Ohio Charter School Law to give charter schools "greater flexibility to meet educational goals, "The System "will operate based on one overriding rule: The Rule of Good Judgment. The System will avoid the pitfalls of rigid and complex rules which, try as they might, do not cover every circumstance that can arise. Instead, the System will treat standard rules as Guidelines designed to help define and carry out the Rule of Good Judgment. Examples of such Guidelines include, but are not limited to: Employee Handbook & Benefit Information, Code of Student Conduct, the System's Policy Statement, and other rules, regulations and policies adopted by the Polk County School Board for use in the District.

## Section C. Superintendent

The Board shall have the power to employ and compensate a Superintendent and/or Management Company who shall serve at the pleasure of the Board. The Superintendent and/or Management Company shall be the Chief Executive Officer for the System responsible for the day-to-day operation of the System in accord with policies and practices established by the Board. The Superintendent and/or Management Company has the power to appoint exceptional school leaders as principals for each of the charter schools with the approval of the Board.

## Section D. Principals

The principals are the Chief Executive Officers for the schools. Principals are ultimately responsible for operating the schools on balanced budgets. Their primary responsibility is to attract and retain outstanding teachers, and to inspire and motivate those teachers to be the best they can be for the benefit of students.

## Section E. Teachers

The whole purpose of the System is to put the most inspirational, motivational, and effective teacher in the classroom. The System will expend every effort to support the principals in attracting and retaining teachers who will thrive and enjoy the learning environment created by the System's innovative approach to education.

## Section F. Bonds and Insurance

The Board shall require the Superintendent/Management Company and the Chief Financial Officer as well as all other officers, agents and employees responsible for the custody of any funds or property to give adequate bonds. Such bonds shall be furnished by a responsible bonding company and approved by the Board, and the cost thereof shall be paid by the System. The Board shall provide liability insurance for the System and its employees in at least the types and amounts as required by the Charters.

## Section G. Indemnification

The Directors may authorize the System to pay or cause to be paid by insurance or otherwise, any judgment or fine rendered or levied against a present or former Director, officer, employee, or agent of the System in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Director, officer, employee, or agent of the System, provided that the Board shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a purpose which he reasonably believed to be in the best interest of the System. Payments authorized hereunder include amounts paid and expenses incurred in satisfaction of any liability or penalty or in settling any potential or threatened action.

### Section H. Contracts

The Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the System, and such authority may be general or confined to specific instances.

### Section I. Loans

No loans shall be contracted for or on behalf of the System and no evidence of indebtedness shall be issued in the name of the System unless authorized by a resolution of the Board. Such authority shall be confined to specific instances. No loan shall be made to any officer or Board member of the System.

## Section J. Checks, Drafts, and Notes

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the System shall be signed by the Chief Financial Officer/Treasurer and the Superintendent/Management Company or by agents of the System as

#### RENAISSANCE ACADEMY BYLAWS

determined by the Board. In the absence of either the Chief Financial Officer/Treasurer or the Superintendent/Management Company (but not both) the designee of the absent officer may sign as the second signature.

## Section K. Depositories

All funds of the System not otherwise employed shall be deposited to the credit of the System in such banks, trust companies, or other custodians located in the greater Franklin County area as the Board may select.

### Section L. Fiscal Year

The fiscal year of the System shall begin on July 1 and end on June 30.

## Section M. Annual Reports.

The System shall provide an annual financial report and program cost report information in the state-required formats for inclusion in District reporting in compliance with Ohio Charter School Law.

#### Section N. Audits .

The accounts of the Corporation shall be audited at the close of each fiscal year by an independent auditor, who is a Certified Public Accountant and who has expertise in accounting of tax-exempt organizations. Audits shall be done in compliance with Ohio Charter School Law and all applicable state and federal laws controlling non-profit tax-exempt corporations and thereafter submitted to the Board for its review and approval.

#### ARTICLE VIII

#### AMENDMENTS

These Bylaws may be altered or amended upon reasonable prior notice at any regular or special meeting of the Board by affirmative vote of five (5) members present.

#### ARTICLE IX

#### PURPOSE OF BYLAWS

These Bylaws are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the mission and purposes of the System. These Bylaws shall never be construed in any way to impair the efficient operation of the System.

### **CERTIFICATION**

## Attachment 1 D. Administrative and Governance Plan

It takes a team, not an individual to accomplish a school's mission and vision. Empowering all stakeholders to give their opinions and help make decisions are essential for accomplishing short and long term goals dictated by the school's mission and vision. The School shall be under the direction of a Governing Authority, which shall be its Board of Trustees. The Board of Trustees will have the responsibility of directing and governing the school based on its charter. Additionally, they are accountable for ensuring that the academic program of charter school is successful, that the school's program and operation are faithful to the terms of its charter, and that the school is a viable organization. While each Board of Trustees is unique, the Academy Board of Trustees will be responsible for guiding the school and establishing policies, budget oversight, and evaluation of the sponsor, strategic planning, and other high-level decisions.

The Board of Trustees contracts with The Educational Empowerment Group (EEG) an EMO, to provide complete full service management. Pursuant to the Management Agreement, EEG shall undertake the day-to-day operation of the School. As provided for in the Management Agreement, EEG will provide the Board of Trustees with various reports on performance of the School including its enrollment, attendance, academic performance, financials (including balance sheets, income statements, budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and expulsions.

EEG's leadership staff has extensive experience in the creation, launch, and overall operations of charter schools throughout the State of Ohio. Both Co-Founders of EEG. have experience in teaching, administration, curriculum, professional development, operations and overall school management. EEG understands the relationship between governing authority, sponsor, and the Ohio Department of Education. As an EMO, EEG is hired to serve on the governing authority's behalf, always working in collaboration to ensure the success of the school. With this in mind, EEG is a service driven organization. It is EEG's goal to ensure that the school meets all of the objectives and goals given through the oversight of the sponsoring organization. With this proper alignment, together these entities can work to provide a model for other charter schools to emulate. EEG and the governing authority understand ERCO's role would be that of oversight, monitoring, guidance, support, technical assistance, and compliance. We also understand that ERCO is to provide oversight to be sure the school has a sound education program, organizational plan, financial plan, as well as strong capacity to implement the proposal effectively according to state mandated guidelines, regulations, and laws that clearly demonstrate a strong capacity for establishing and operating a quality charter school. Therefore, the governing authority's vision for its relationship with ERCO is to develop a successful Sponsor relationship with open lines of communication which will ultimately benefit the students attending our school.

EEG believes in establishing solid relationships with all stakeholders. We involve staff, parents, students, board members, community organizations, and the sponsor in our

operations and will be ensuring the school have the same philosophy and transparency. These solid strategic partnerships will aid in the establishment of a student centered organization providing excellence in educational outcomes.

The initial "Founding" Board of Trustees formed itself from volunteers within the community who have experience within industry, government, education, pre-school, children with disabilities, business management, social service agencies, and other backgrounds which may prove helpful in the organization of the corporation. Expertise will be sought and additional board members recruited to ensure that skills and strengths not currently found within the board will be tapped from the local community. As board members cycle off the Board, new board members will be recruited to ensure that the board has the appropriate skills and experience level to appropriately govern the School. Current founding board members will be responsible for recruiting and electing new board members to ensure that the mission, vision, and values of the School remain constant through the transition to a more traditional governing board. New board members will be recruited by the existing board members through existing relationships in the community, notices posted on the School website, information at school events, and/or through social networking websites such as LinkedIn.

As positions on the Board become available, the following profile will be considered to appoint new members. The ideal Board candidate will:

- (1) be a resident of the School's greater geographical area and/or be conscious of the population and community from which the student body will be composed—in other words, they must offer some form of community association;
- (2) show a genuine concern (passion) for the education of today's youth, especially those that comprise the School's targeted student population;
- (3) add to the variety of professions/occupations represented by the existing Board composition, broadening the expertise of the group corporately; and (4) create a cross-section of diverse professions/occupations representative of the community.

AnyOfficer may, by written notice to the Board of Trustees, resign at any time. Any Officer may be removed by the Board of Trustees without cause at any time. Founding and new governing board members will be provided with an orientation and training made available. All board members shall participate in a 5-hour governance training session within thirty (30) days of appointment to the Board, which will include but not be limited to the following topics:

- Governance
- Conflicts of Interest
- Ethics
- Financial Responsibility
- Educational Resource Consultants of Ohio, Inc.
- Review of existing school policies
- Overview of Roles and Responsibilities of board members
- Strategic Planning

## CODE OF ETHICS & CONFLICT OF INTEREST POLICY

#### I. PURPOSE

The purpose of this Code of Ethics and Conflict of Interest Policy is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest; (ii) full, fair, accurate, timely and understandable disclosure; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations; and, (v) accountability for adherence to this Code of Ethics. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit corporations and Ohio community schools.

#### II. DEFINITIONS

- 1. <u>Interested Person</u>. Any director, officer, or member of a committee with governing board delegated powers of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.
- 2. <u>Financial Interest</u>. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
  - (a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
  - (b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
  - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

#### III. PROCEDURES

- 1. <u>Duty to Disclose</u>. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.
- 2. <u>Determining Whether a Conflict of Interest Exists</u>. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine whether the disclosure shows that a conflict of interest exists.

## 3. Procedures for Addressing the Conflict of Interest.

- a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

## 4. Violations of the Conflict of Interest Policy.

- a. If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.
- b. If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

- 5. <u>Prohibited Relationships and Acts</u>. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and applicable employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:
  - (i) No member of the governing board shall be an officer or employee of an education management organization or a sponsor having a business relationship with the Corporation.
  - (ii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.
  - (iv). No member of the governing board shall during the time of membership also serve as a member of a school district board of education.
  - (v) No member of the governing board shall owe money to the state in relation to a closed community school or have an unresolved finding for recovery against him or her as listed in the state audit database.
  - (vi) No member of the governing board shall have been convicted of a crime that would cause that member to be ineligible for a teaching license.
  - (vii) No member of the governing board shall have been convicted or have pled guilty to theft in office under Ohio Revised Code 2921.41 or a substantially similar offense in another state.

### IV. RECORDS OF PROCEEDINGS

The minutes of the board and all committees with board-delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

### V. COMPENSATION

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation other than the compensation as

- authorized under the Ohio Revised Code for compensation to community school governing board members.
- (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

### VI. ANNUAL CONFLICT OF INTEREST STATEMENTS

Each director, officer and employee shall at the time of election, appointment or employment, and every annually thereafter, sign a statement which affirms that such person:

- (a) Has received a copy of this Code of Ethics and Conflict of Interest Policy,
- (b) Has read and understands this Code of Ethics and Conflict of Interest Policy,
- (c) Has agreed to comply with this Code of Ethics and Conflict of Interest Policy, and
- (d) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- (e) Understands that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions. All members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions. These restrictions also apply to all officers and employees of a community school, although teachers and other educators who do not perform, and have no board to perform, supervisory or administrative functions are not subject to the post-employment and conflict of interest restrictions in R.C. 102.03.

### VII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Code of Regulations and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's

president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and applicable employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) Whether partners and joint venture arrangements and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

# 2020-2021 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

1.	I have received a copy of the Code of Ethics & Conflict of Interest Policy.  ☐ yes ☐ no
2.	I have read and I understand the Code of Ethics & Conflict of Interest Policy.  ☐ yes ☐ no
3.	I agree to comply with the Code of Ethics & Conflict of Interest Policy.  ✓ yes — □ no
4.	I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. $\square$ yes $\square$ no
_	
Э.	Are you employed by:
	a school district?  ☑ yes □ no
	an educational service center?  □ yes □ no
6.	Do you serve on a traditional public school district board of education?  ☐ yes ☐ no
7.	If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education? $\square$ yes $\square$ no
8.	Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  ☐ yes ☐ no
9.	Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school? $\square$ yes $\square$ no
10.	Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  ☐ yes ☐ no
11.	I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  Yes   no
12.	I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  yes  no

13.	as defined in the Corporation's Code of Ethics & Conflict of Interest P  yes  \[ \sum no	g a compensation arrangement, olicy?
	If yes, describe the Financial Interest:	
14.	List the names of any of your immediate relatives (spouse, children, pain-laws), or your business associates currently or within the previous school's sponsor:	s three years employed by this
		or 🗷 None
15.	List the names of any of your immediate relatives (spouse, children, pain-laws), or your business associates currently or within the previous school's operator/management company:	arents, grandparents, siblings, or as three years employed by the
		or None
	List the names of any of your immediate relatives (spouse, children, pain-laws), or your business associates currently or within the previous that has contracted with this school:	arents, grandparents, siblings, or ree years employed by a vendor
		or None
16.	List all Ohio community school governing boards upon which you stipend you receive for such service:	serve and any compensation /
	School Name: RENAISSANCE A CADEMY	Stipend Amount:  \$ 125.
		20
		122
		\$
		\$
17.	Disclose any other potential conflicts of interest you may have with school's Board of Directors:	regard to your service on this
18.	I have submitted to a background check as required by the sponsor of background check results will be provided to the sponsor and a copy of the school facility and/or the school's document management system, school's educational management organization.	of the results may be retained at
Dir	signing below, I attest to the truth of the above statements and agree to ectors of any changes in my responses.    1	
Nai	me Printed	

School: Renaissance Academy

# 2020-2021 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

1.	I have received a copy of the Code of Ethics & Conflict of Interest Policy.  ☑ yes □ no
2.	I have read and I understand the Code of Ethics & Conflict of Interest Policy.  ✓ yes □ no
3.	I agree to comply with the Code of Ethics & Conflict of Interest Policy.  yes   no
4.	I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
5.	Are you employed by:
٥.	5
	a school district?  ☐ yes ☐ no
	an educational service center?  □ yes □ no
6.	Do you serve on a traditional public school district board of education?  ☐ yes ☐ no
7.	If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  yes  no
8.	Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  ☐ yes ☐ no
9.	Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  yes Ino
10.	Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  ☐ yes ☐ no
11.	I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102 which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  yes   no
12.	I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract nepotism, and supplemental compensation restrictions.  ✓ yes □ no

13.	as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?
	If yes, describe the Financial Interest:
14.	List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's sponsor:  Or None
15.	List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's operator/management company:
	or U None
	List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a <b>vendor</b> that has contracted with this school:
	or None
16.	List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:
	School Name:  Panaissance Academy  \$ 125.00  \$
	\$
	\$
17.	Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:
18.	I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.  Dyes  no
Dir Sig	signing below, I attest to the truth of the above statements and agree to promptly inform the Board of ectors of any changes in my responses.

## Renaissance Academy

School:

# 2020-2021 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

1.	I have received a copy of the Code of Ethics & Conflict of Interest Policy.  ■ yes □ no
2.	I have read and I understand the Code of Ethics & Conflict of Interest Policy.
3.	I agree to comply with the Code of Ethics & Conflict of Interest Policy.  ■ yes □ no
4.	I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  ■ yes □ no
5.	Are you employed by:
	a school district?  □ yes ■ no
	an educational service center?  ☐ yes ☐ no
6.	Do you serve on a traditional public school district board of education?  ☐ yes ☐ no
7.	If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  ☐ yes ☐ no
8.	Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  ☐ yes ☐ no
9.	Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?    yes  no
10.	Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  ☐ yes ☐ no
	I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  ■ yes □ no
12.	I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  yes  no

	yes no		
11	f yes, describe the Financial Interest:		
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in	ist the names of any of your immediate relatives (spon-laws), or your business associates currently or witchool's sponsor:		
_		or 🖃 1	Non
ir	ist the names of any of your immediate relatives (spon-laws), or your business associates currently or with chool's operator/management company:	ouse, children, parents, grandparents, sibling ithin the previous three years employed by	gs, o y the
-		or 🔳 1	None
in	tist the names of any of your immediate relatives (spon-laws), or your business associates currently or within that has contracted with this school:		
		or 🔳 ]	Non
	ist all Ohio community school governing boards utipend you receive for such service:		
S	school Name:	Stipend Amount:	
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80	Disclose any other potential conflicts of interest you chool's Board of Directors:  None	may have with regard to your service or	ı tnı
b: th sc	have submitted to a background check as required background check results will be provided to the spone school facility and/or the school's document manachool's educational management organization.  yes  no	nsor and a copy of the results may be retain	ied a
•	gning below, I attest to the truth of the above statem etops of any changes in my responses.	nents and agree to promptly inform the Boa	ırd o
	Was of any changes in my responses.	February 15, 2021	
- <i>YU</i> Signa	iture 11	Date	
, ,-	in Crawford John ( rawford		

School: Renaissance Academy

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## BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

1.	I have received a copy of the Code of Ethics & Conflict of Interest Policy.
2.	I have read and I understand the Code of Ethics & Conflict of Interest Policy.    ✓ yes □ no
3.	I agree to comply with the Code of Ethics & Conflict of Interest Policy.
4.	I understand that the Corporation is a charitable organization and that in order to maintain its federatax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes. Types $\Box$ no
5.	Are you employed by:  a school district?
5.	Do you serve on a school district board of education?   yes   no
	If you are or have been a licensed educator, has your license to teach been refused, limited, o revoked by the Ohio State Board of Education?
3.	Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or similar offense in another state? ☐ yes ☑ no
<b>)</b> .	Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?   yes  no
10.	Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  — yes — Yno
1.	I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102 which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
2.	I understand that all members of the governing board of a community school are also subject without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.   Yes □ no
3,	Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?  □ yes ▼no
	If yes, describe the Financial Interest:
4.	List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's <b>sponsor</b> :
	or 🗸 none
17.4	iember Qualification & Conflict of Interest Disclosure Statement Page Lof 2
LYL	ember Qualification & Conflict of Interest Disclosure Statement Page 1 of 2

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The Educational Resource Consultants

Renaissance Academy

7/1/2021

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	Tint the control of t	or \(\forall \) none
	List the names of any of your immediate relatives (spouse, children, pa or in-laws), or your business associates currently or within the previo vendor that has contracted with this school:	arents, grandparents, siblings, us three years employed by a
1.4		or Inone
10.	List all Ohio community school governing boards upon which you se stipend you receive for such service:	rve and any compensation /
	School Name:	Stipend amount:
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		\$
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18. ]	I have submitted to a background check as required by the sponsor conbackground check results will be provided to the sponsor and a copy of the school facility and/or the school facility and school facility and/or the school facility and schoo	tract and understand that the
18. :	I have submitted to a background check as required by the sponsor con	tract and understand that the f the results may be retained m. which may be accessible

Board Member Qualification & Conflict of Interest Disclosure Statement

Page 2 of 2

Oct 07 20, 09:51a

School: Renaissance Academy

# BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

1.	I have received a copy of the Code of Ethics & Conflict of Interest Policy.   ✓ yes □ no				
2.	I have read and I understand the Code of Ethics & Conflict of Interest Policy.    ✓ yes □ no				
3.	I agree to comply with the Code of Ethics & Conflict of Interest Policy.   □ yes □ no				
4.	I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.    yes   no				
5.	Are you employed by:  a school district? □ yes ☑ no  an educational service center? □ yes ☑ no				
6.	Do you serve on a school district board of education? ☐ yes ☑ no				
7.	If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education? $\Box$ yes $\blacksquare$ no				
8.	Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state? $\Box$ yes $\square$ no				
9.	Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school? $\Box$ yes $\Box$ no				
10.	Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  ☐ yes ☐ yes ☐ yeo				
11.	I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.   ☑ yes □ no				
12.	2. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.				
13.	Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?  □ yes ☑ no				
	If yes, describe the Financial Interest:				
14.	List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's <b>sponsor</b> :  or <b>▼</b> none				

	·	or <b>∀</b> none	
	or in-laws), or your business associates currently <b>vendor</b> that has contracted with this school:	s (spouse, children, parents, grandparents, siblings y or within the previous three years employed by	
16		or Inon	
16.	List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:		
	School Name:	Stipend amount:	
		<b>\$</b>	
		\$	
		<b>\$</b>	
	-	\$	
	-	<b>\$</b>	
		<b>\$</b>	
17.	Disclose any other potential conflicts of interest school's Board of Directors:	you may have with regard to your service on this	
18.		e sponsor and a copy of the results may be retaine ent management system, which may be accessibl	
By sign	background check results will be provided to the at the school facility and/or the school's document	e sponsor and a copy of the results may be retaine ent management system, which may be accessible zation? ☑ yes ☐ no nents and agree to promptly inform the Board of	
By sign	background check results will be provided to the at the school facility and/or the school's docume by the school's educational management organizating below, I attest to the truth of the above statements of any changes in my responses.	e sponsor and a copy of the results may be retained ent management system, which may be accessible zation? ☑ yes ☐ no nents and agree to promptly inform the Board of	
By sign	background check results will be provided to the at the school facility and/or the school's docume by the school's educational management organizating below, I attest to the truth of the above states	e sponsor and a copy of the results may be ent management system, which may be a zation? ☑ yes ☐ no	

School:	Renaissance	Academy
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# BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

1.	I have received a copy of the Code of Ethics & Conflict of Interest Policy.	✓ yes	□ no
2.	I have read and I understand the Code of Ethics & Conflict of Interest Policy.	✓ yes	□ no
3.	I agree to comply with the Code of Ethics & Conflict of Interest Policy.	<b>y</b> es	□ no
4.	I understand that the Corporation is a charitable organization and that in order to n tax exemption it must engage primarily in activities which accomplish one o exempt purposes.    yes  no	naintain	its federal of its tax-
5.	Are you employed by:  a school district? □ yes ☑ no  an educational service center? □ yes ☑ no		
6.	Do you serve on a school district board of education? ☐ yes ☑ no		
7.	If you are or have been a licensed educator, has your license to teach been re revoked by the Ohio State Board of Education? ☐ yes ☑ no	fused, li	mited, or
8.	Have you pled guilty or been convicted of theft in office under Ohio Revised C similar offense in another state? ☐ yes ☑ no	Code 292	1.41 or a
9.	Do you owe the state of Ohio money or are you in dispute over owing the state concerning the operation of a community school? ☐ yes ☑ no	e of Ohi	o money
10.	Do you have any findings for recovery pending against you by the Auditor of Sta  ☐ yes ☑ you	ite of Oh	io?
11.	I understand that all members of the governing board of a community school are limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised C which include postemployment, confidentiality, conflict of interest, gifts, ar restrictions.	ode Cha	nter 102
12.	I understand that all members of the governing board of a community school without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which contract, nepotism, and supplemental compensation restrictions.	are also h includ ✓yes	e public
13.	Do you or your immediate relatives have a Financial Interest including arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest of Interest including arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest including	a comp	encation
	If yes, describe the Financial Interest:		
	List the names of any of your immediate relatives (spouse, children, parents, grand or in-laws), or your business associates currently or within the previous three yes this school's <b>sponsor</b> :	parents, s ars empl	siblings, oyed by
		or	✓ none

	List the names of any of your immediate relatives (spouse, children, pa	or Inone							
	or in-laws), or your business associates currently or within the previous vendor that has contracted with this school:	us three years employed by a							
16	List all Ohio community 1 1 1	or ⊈none							
10.	List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:								
20	School Name:	Stipend amount:							
	RENAISSANCE ACADEMY								
	•								
		\$							
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	Disclose any other potential conflicts of interest you may have with reschool's Board of Directors:								
	I have submitted to a background check as required by the sponsor cont background check results will be provided to the sponsor and a copy of at the school facility and/or the school's document management system by the school's educational management organization?  yes  no	the regulte may be retained							
	ing below, I attest to the truth of the above statements and agree to pronrs of any changes in my responses.	nptly inform the Board of							
gni									

School: Renaissance Academy

# BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

1.	I have received a copy of the Code of Ethics & Conflict of Interest Policy.   ✓ yes □ no
2.	I have read and I understand the Code of Ethics & Conflict of Interest Policy.    ✓ yes □ no
3.	I agree to comply with the Code of Ethics & Conflict of Interest Policy.   □ yes □ no
4.	I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. $\square$ yes $\square$ no
5.	Are you employed by:  a school district? □ yes ☑ no  an educational service center? □ yes ☑ no
6.	Do you serve on a school district board of education? ☐ yes ☑ no
7.	If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education? $\Box$ yes $\blacksquare$ no
8.	Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state? $\Box$ yes $\square$ no
9.	Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school? $\Box$ yes $\Box$ no
10.	Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  □ yes □ ✓ no
11.	I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.   ☑ yes □ no
12.	I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.   ☐ yes ☐ no
13.	Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?  □ yes ☑ no
	If yes, describe the Financial Interest:
14.	List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's <b>sponsor</b> :  or <b>▼</b> none

N.	00m2 (1544 #2)		or Inor						
or in-laws), or you	ny of your immediate relative business associates current outracted with this school:								
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	List all Ohio community school governing boards upon which you serve and any compensation a stipend you receive for such service:								
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17. Disclose any other school's Board of	potential conflicts of interest Directors:	st you may have with reg	ard to your service on thi						
background check at the school facili	a background check as requ results will be provided to the ty and/or the school's docur acational management organ	ne sponsor and a copy of ment management system	the results may be retained						
	o the truth of the above state my responses.		nptly inform the Board of						
Bessie Sherrod-Price Bessie Sherrod-Price (Sep 17, 2020 10:52 E	2 TI	9-17-2020	)						
Signature		Date							
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Bessie Sherrod-	Price								

## Renaissance Academy

## 2021-2022 School Calendar

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14 Professional Development Days - 112 PD Hours

1 Parent Teacher Conference Day

6.5 School Day

ERCO
SELF EVALUATION OF OPERATIONS AND GOVERNANCE GOALS AND MEASUREMENTS

School:	Renaissance Academy	5/21/2021 Date:
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GOALS	EXCEEDS EXPECTATIONS (4) points 2020-2021	MEETS EXPECTATIONS (3) points	APPROACHES EXPECTATIONS (2) points 2022-2023	BELOW EXPECTATIONS (1) point
School complies with governance requirements and expectations.	3	2021-2022 3	3	2023-2024
School holds academic, operations, financial, and administrative leadership accountable for performance.	3	3	3	3
School-wide environment is conducive to learning.	3	3	3	3
School complies with facilities requirements.	3	3	3	3
School complies with health and safety requirements.	4	4	4	4
School complies with reporting requirements.	4	4	4	4
School complies with all other obligations.	4	4	4	4
Primary contacts (including governing board members, superintendent(s), principal(s), or designees thereof) cooperate by responding to sponsor requests within requested timeframes.	4	4	4	4
Scoring: 4 = Exceeds expectations 3 = Meets expectations	Directions: Complete for current y	ear and project for each	remaining contract year.	
2 = Approaches expectations 1 = Below expectations				

41104



## 2021-2022

Board Meeting Calendar
Meetings held at:
1555 Elaine Road
Columbus, Ohio
Meetings are held on the 2nd of month,
unless otherwise noted,
at 4:30 pm

## Tuesday, July 13, 2021- Annual Meeting

Tuesday, August 10, 2021

Tuesday, September 14, 2021

Tuesday, October 12, 2021

Tuesday, November 19, 2021

Tuesday, December 14, 2020

Tuesday, February 8,2022

Tuesday, March 8, 2022

Tuesday, April 12, 2022

Tuesday, May 10, 2022

Tuesday, June 14, 2022

Upon request to the Building Administrator, the Academy shall make reasonable accommodations for a disabled person to be able to participate in this activity.

## **ATTACHMENT 2**

- A. Educational Plan / Program and alignment with Ohio Academic Standards
- B. School's Mission, goals, ages and grades of students and focus of curriculum.
- C. Blended Learning Model Description (if appropriate).

#### **Education Plan**

## Program Alignment with Ohio Academic Standards

The Renaissance Academy model is built on the concept of empowering students with 21<sup>st</sup> Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21<sup>st</sup> Century skills.

Learning Standards – The Academy will teach in accordance with the Ohio Learning Standards.

ELA - <a href="http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx">http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Arts-Standards/ELA-Learning-In-Ohio/English-Language-Arts-Standards/ELA-Learning-In-Ohio/English-Language-Arts-Standards/ELA-Learning-In-Ohio/English-Language-Arts-Standards/ELA-Learning-In-Ohio/English-Language-Arts-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-Indiana-In

Mathematics — <a href="http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx">http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx</a>

 $\label{eq:science-http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx$ 

Social Studies - <a href="http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx">http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx</a>

### **Non-Core Content**

Physical education will be taught to all students in grades K-5. Physical education classes will emphasize healthy lifestyles and enhance motor skills among students. The classes will operate in thirty-minute increments, and the instructor will be teaching and utilizing the Ohio Learning Standards, as it relates to physical education.

Physical Education <a href="http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2/Updated-Physical-Education-Standards.pdf.aspx">http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education-Updated-Physical-Education-Standards.pdf.aspx</a>

It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for The Academy will be based on the Ohio Model Curricula, which can be accessed using the following link:

http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula.

7/1/2021

Instructors will employ a variety of strategies to effectively implement the Ohio Model Curriculum. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.

#### **Instructional Practices**

Twenty-first Century students need to be adaptive critical thinkers. The Academy will employ a variety instructional delivery methods which will foster collaboration and communication skills among students. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards based instruction which incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media savvy and career oriented. Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

The Academy utilizes instructional methods which are research based and scientifically sound. These instructional techniques have been proven to be highly effective with this population. These strategies will include the following: Computer Based Learning, Student Centered Learning, Project Based Learning, and the Essential Elements of Effective Instruction.

### Computer Based Learning

The Academy utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are

sequenced carefully for maximally effective learning of "big ideas." Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development, and integrates elements to address all learning styles.

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success. <a href="https://www.edutopia.org/technology-integration-guide-importance">https://www.edutopia.org/technology-integration-guide-importance</a>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

"Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students' understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can

provide access to mathematics for all students".

Kulik (2003) used measures of effect size to summarize findings from eight (8) metaanalyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students' writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the School's curriculum is technology-enriched, it is critical that safe, ethical and, appropriate use of all technology usage is promoted at the School. The School supports the safe, ethical, and legal use of technology resources. The School will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify School staff of such attempts immediately. All School staff will be required to participate in the School's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

- Computer-based instruction: Computer-based instruction that works to support teacher presented instruction is effective.
- The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period.
- Instructional practices generally known as Constructivism result in increased student learning

#### Student-Centered Learning

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning. Student Centered Learning is a technique which fosters active participation and transforms the teacher from lecturer to coach or facilitator. This instructional method includes active learning, cooperative learning and inductive teaching methods.

Active learning is a process whereby students are immersed in the learning process, as it requires the students to participate in meaningful learning activities, such as: think-pair-share, group discussions, role plays, ice breakers and question and answer pairs. Students are allowed the opportunity to pause and think during instruction to enable mastery of content. Cooperative learning involves students working collaboratively to accomplish common learning goals. Students are divided in to small groups for the purpose of maximizing learning. Students in cooperative learning groups solve multi-step problems, as the instructor provides guidance. Cooperative learning increases student achievement and encourages positive interdependency among students. Inductive teaching stimulates the enhancement of inference skills among students which is imperative when problem solving.

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices in order to provide the best

possible educational outcome for each and every one of our students. Madeline Hunter's Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner's mind. The chart below describes the elements of the lesson and the impact on the learner's mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

Elements of the Lesson Cycle	Impact on the Learner's Mind
Teacher's objective for the lesson	The teacher has clearly in mind the outcome of the lesson: the content and the student "proving" behavior.
Anticipatory Set	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.
Lesson Objective – students are told the objective and how they will be held accountable	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of the Ohio Learning Standards.
Purpose of Learning	Causes the student to know why it is important to master this content.
Input	Causes the student to assimilate the information necessary to master the content.
Model	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
Check for Understanding	Causes the student to know whether or not his/her thinking is correct.
Guided Practice	Causes the student to know whether or not his/her thinking is correct.
Closure	Causes the student to reflect on the learning for the purpose of insight and clarification.
Independent Practice	Causes the student to gain fluency by practicing independently.

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

The aforementioned instructional delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21<sup>st</sup> Century skills necessary for success.

https://www.edutopia.org/technology-integration-guide-importance

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http://www.iglls.org/files/classroom\_brief.pdf

http://ijcrme.rdmodernresearch.com/wp-content/uploads/2015/06/55.pdf

#### **Project Based Learning**

We believe strongly in the ideals of Project Based Learning. As explained by the Buck Institute, the emergence of the methods of teaching called "Project Based Learning" (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They construct solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.
- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20<sup>th</sup> century and recognize that

schools must now adapt to a new century. Students need both knowledge and skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as "global citizens".

A growing body of academic research supports the use of Project Based Learning (PBL) as a way to engage students, motivate students to learn, cut absenteeism, boost cooperative learning, and raise academic achievement. Research studies have demonstrated that PBL can:

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- improve students' mastery of 21st century skills (Hmelo, 1998);
- be especially effective with lower-achieving students (Lynch et al., 2005); and,
- provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Project Based Learning is an effective instructional tool for EL students, positively impacts EL students by allowing students the opportunity to experience learning through creating, as it is kinesthetic. It also fosters student engagement by making lessons relevant. As students recognize the relevance of lessons, a deeper learning experience occurs; thereby, the lessons become meaningful. Moreover, Project Based Learning enhances the learning experience for EL students through collaboration. Collaboration offers peer support by building English vocabulary and speaking the language through discussion and dialogue.

https://www.edutopia.org/blog/supporting-ells-in-pbl-projects-andrew-miller

### The Essential Elements of Effective Instruction

EEEI is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in

order to achieve optimal instruction, effective procedures must occur at the planning stages.

https://www.slideshare.net/BruceMims/essential-elements-of-effective-instruction-ppt-30173820

#### http://www.thhs.qc.edu/ourpages/auto/2010/10/20/57043719/EEI%20Guide.pdf

All of the strategies utilized at the Academy have been researched and proven to affect positive outcomes at it relates to student achievement, which aligns with ESSA. The evidence is strong in evaluating the effectiveness of the instructional methods used. In addition, all instructional methods provide interventions for EL students, which is outlined is ESSA. The majority of studies for each strategy indicate a positive impact on student academics.

#### Curriculum Alignment with Ohio Learning Standards

The Ohio Learning Standards and Ohio Model Curriculum will guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills.

The knowledge and skills defined in the Ohio Learning Standards and Ohio Model Curriculum are within reach of all of our students. The Academy's educational program and written curriculum will directly correlate with the Ohio Learning Standards and serve as the base for curriculum in all subjects. The Ohio Learning Standards and Ohio Model Curriculum will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

The Academy's model is inspired by the belief that inner city students have the right to a quality education. By utilizing various resources to guide instruction, such as diagnostic assessment data, Ohio Learning Standards, research based curriculum and effective instructional strategies, we believe learning gaps can be closed, and the potential of all children unleashed. Students who are at risk, such as those who are economically disadvantaged or English Language Learners, will find a learning environment that emphasizes a mastery of content knowledge and skills alongside analytical, creative, entrepreneurial, and other cognitive capabilities. The Academy partners with parents, community and teachers for each child's success and provides the requisite skills to help prepare each child for college.

The knowledge and skills defined in the Ohio Learning Standards are within reach of all of our students. The Academy's educational program and curriculum will directly correlate with the Ohio Learning Standards and serve as the base for curriculum in all subjects. The Ohio Learning Standards will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

The Academy's curriculum is aligned well to the school's mission, vision, and philosophy. The Academy's mission is to serve inner city children through a rigorous curriculum that demands hard work from students, advocates effective and ongoing diagnostic testing, and emphasizes basic skills to ensure that every student has the requisite foundation, knowledge and preparation to achieve academically and succeed in college. All of the curriculum selected for use by NMRPA is research based, rigorous, and tightly aligned to the Ohio Learning Standards. It balances the basic skills needed with challenging content that builds the prerequisite knowledge needed for college readiness.

The school's vision is that leaves our school will exceed expectations in the areas of academics, college preparation and success, career success, character development, and personal satisfaction. Our curriculum is designed to help our students overcome the wide range of challenges faced by immigrant and other educationally at-risk students, including critical cultural and language barriers that require unique approaches to learning. Students within this community are predominately educationally and economically disadvantaged, those most at risk of not meeting state academic standards.

# Mission

## Mission:

Develop caring engaged citizens and thoughtful learners.

# **Guiding Principles:**

Academic Excellence Technology Advancement Leadership Character Social Responsibility Family Community

#### Goals

Upon the evaluation of the progress of Renaissance Academy, it has been determined that increased academic performance is a necessity in the content areas of ELA and mathematics. The school has a Building Leadership Team, which collaborates with the District Leadership Team, with regard to how the school is advancing toward the accomplishments of its goals.

Data from the last three years indicate a lack of proficiency rates in ELA and mathematics, with students scoring less than 75% overall. Therefore, the school has a targeted focus on the demonstration of growth in the aforementioned areas. As a result of trend data, Renaissance Academy has formulated the following academic achievement goal:

#### Goal 1 - Curriculum, Instruction and Assessment

By 2021, Renaissance Academy will increase the percentage of students scoring proficient in all subgroups in ELA and mathematics by 20% on the state mandated test, through access to high quality learning opportunities by highly qualified teachers and support staff.

NWEA/MAP assessment data is reviewed after administration during the fall, winter and spring, and Ohio State Test data is reviewed yearly to determine specific deficiencies and trends. Action steps are outlined by the Building Leadership Team, in conjunction with the instructional team to create strategies for improvement. Progress monitoring occurs throughout the year to determine the efficacy of the action steps, and adjustments are made as needed. Additionally, Renaissance Academy collaborates with State Support Team 11 for best practices and strategies.

Renaissance Academy created an additional layer of support for teachers by hiring a Dean of School Academics. The Dean of School Academics will observe and evaluate instructional strategies and delivery methods, provide guidance and coaching, and facilitate targeted professional development to address areas of improvement.

In addition to Curriculum, Instruction and Assessment, it has been determined that Renaissance Academy would benefit from increased community engagement. According to the EMPOWER Data Warehouse, the community engagement index was less than 10%. Therefore, the following goal has been created:

#### Goal 2 - Community and Family Engagement

By 2021, the school will implement individual intervention supports and services, community partnerships, and family engagement initiatives that work together to create a positive, safe and engaging learning environment that reinforces academic achievement goals for all students, resulting in an increase in student proficiency on state mandated testing by 20%.

Renaissance Academy will forge a minimum of 10 community partnerships per year, and these community entities will work continuously with the school and families. Additionally, family engagement events will be planned on a monthly basis, which will include the

participation of community vendors. The school will work with the Regional Director of Community Engagement to forge additional community partnerships and create events to solicit family participation. Mental health services, teacher mentoring programs, and specialized instructional support initiatives will be implemented to ensure students' social and emotional health needs are addressed. Moreover, parents will participate in virtual and on-site professional development where they will receive guidance on how to assist students with remote learning.

The third target area of focus for Renaissance Academy is positive school culture and climate. Minimizing out-of-school suspensions and out-of-class incidents would improve the overall culture and learning atmosphere. The District and Building Leadership Teams have determined that the school will place an emphasis on positive behavior interventions to increase student engagement and decrease out-of-class and out-of-school occurrences. Thus, the Building Leadership Team created the following goal:

#### Goal 3 - School Climate and Supports

By 2021, Renaissance Academy will increase the positive culture and climate of the school and its supports by providing a structured and tiered PBIS framework while increasing parent engagement and community supports, resulting in a decrease in behavioral suspensions by 25%, and also resulting in the school meeting the improvement standard for the chronic absenteeism indicator on the school report card. In an effort to promote positive behavior, the school will implement a structured, school-wide PBIS program, which will outline expectations and procedures. Teachers will receive ongoing professional development on how to implement the plan with fidelity, and parents and stakeholders will be cognizant and participate in the PBIS program. Moreover, an attendance program will be created to track daily attendance and provide incentives for those meeting expectations. It is the mission of the school to decrease the number of students who are chronically truant or absent. Continued on Attachment 2 Renaissance Priorities

#### Student Profile Information

Renaissance Academy is located in the Columbus City School District and accepts students in Kindergarten through 8<sup>th</sup> grade, aged 5-14, from any other district within the State of Ohio. The Academy is not looking to serve a niche population, per se. Rather it seeks to provide a rigorous and exciting educational environment, offering a wide range of courses and opportunities for student engagement that is not available in the area currently. The Academy promotes a project-based learning environment and it will offer both before and after school care, as well as extracurricular programs such as music and sports to supplement the student's experience.

While we will focus our recruitment efforts, it is important to note that the School will accept all eligible students who reside in the school district. In accordance with federal and state antidiscrimination laws, the School will not discriminate on the basis of any legally protected category in the admission of students.

The demographic profile of these students will reflect the resident district's students. Similarly, the income level of the students who attend Renaissance Academy is estimated by analyzing data from Columbus. Poverty-level income is frequently used as an indicator to qualify a student for certain services or benefits (e.g. Title I Reading, lunch program). Accordingly, the percentage of students at or below the poverty level in the Columbus City School district offers an appropriate method of portraying the socioeconomic status of the student body and, in turn, of describing the socioeconomic characteristics of our student body. We project that a significant percentage of the students who will attend Renaissance Academy will have family income at or below poverty level.

### School Curriculum and Pedagogy

The Renaissance Academy model is built on the concept of empowering students with  $21^{st}$  Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical  $21^{st}$  Century skills.

Learning Standards – Renaissance Academy will teach in accordance with the Ohio Learning Standards.

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 $\frac{Mathematics-\underline{http://education.ohio.gov/getattachment/Topics/Learning-in-\underline{Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-\underline{2017.pdf.aspx}$ 

Science - <a href="http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx">http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx</a>

Social Studies – <a href="http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx">http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx</a>

#### **Non-Core Content**

Physical education will be taught to all students in grades K-5. Physical education classes will emphasize healthy lifestyles and enhance motor skills among students. The classes will operate in thirty-minute increments, and the instructor will be teaching and utilizing the Ohio Learning Standards, as it relates to physical education.

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It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for The Academy will be based on the Ohio Model Curricula, which can be accessed using the following link:

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Instructors will employ a variety of strategies to effectively implement the Ohio Model Curriculum. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to

collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.

The knowledge and skills defined in Ohio's Learning Standards are within reach of all of our students. The Academy's educational program and curriculum will directly correlate with Ohio's New Learning Standards and serve as the base for curriculum in all subjects. Ohio's Learning Standards will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

Twenty-first Century students need to be adaptive critical thinkers. The Academy will employ a variety instructional delivery methods which will foster collaboration and communication skills among students. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards based instruction which incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media savvy and career oriented. Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

The Academy utilizes instructional methods which are research based and scientifically sound. These instructional techniques have been proven to be highly effective with this population. These strategies will include the following: Computer Based Learning, Student Centered Learning, Project Based Learning, and the Essential Elements of Effective Instruction.

#### Computer Based Learning

The Academy utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the

educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are sequenced carefully for maximally effective learning of "big ideas." Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development, and integrates elements to address all learning styles.

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success. <a href="https://www.edutopia.org/technology-integration-guide-importance">https://www.edutopia.org/technology-integration-guide-importance</a>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

"Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students' understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to mathematics for all students".

Kulik (2003) used measures of effect size to summarize findings from eight (8) metaanalyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students' writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the School's curriculum is technology-enriched, it is critical that safe, ethical and, appropriate use of all technology usage is promoted at the School. The School supports the safe, ethical, and legal use of technology resources. The School will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify School staff

of such attempts immediately. All School staff will be required to participate in the School's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

- Computer-based instruction: Computer-based instruction that works to support teacher presented instruction is effective.
- The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period.
- Instructional practices generally known as Constructivism result in increased student learning

#### Student-Centered Learning

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning. Student Centered Learning is a technique which fosters active participation and transforms the teacher from lecturer to coach or facilitator. This instructional method includes active learning, cooperative learning and inductive teaching methods.

Active learning is a process whereby students are immersed in the learning process, as it requires the students to participate in meaningful learning activities, such as: think-pair-share, group discussions, role plays, ice breakers and question and answer pairs. Students are allowed the opportunity to pause and think during instruction to enable mastery of content. Cooperative learning involves students working collaboratively to accomplish common learning goals. Students are divided in to small groups for the purpose of maximizing learning. Students in cooperative learning groups solve multi-step problems, as the instructor provides guidance. Cooperative learning increases student achievement and encourages positive interdependency among students. Inductive teaching stimulates the enhancement of inference skills among students which is imperative when problem solving.

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be

linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices in order to provide the best possible educational outcome for each and every one of our students. Madeline Hunter's Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner's mind. The chart below describes the elements of the lesson and the impact on the learner's mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

Elements of the Lesson Cycle	Impact on the Learner's Mind
Teacher's objective for the lesson	The teacher has clearly in mind the outcome of the lesson: the content and the student "proving" behavior.
Anticipatory Set	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.
Lesson Objective – students are told the objective and how they will be held accountable	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of the Ohio Learning Standards.
Purpose of Learning	Causes the student to know why it is important to master this content.
Input	Causes the student to assimilate the information necessary to master the content.
Model	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
Check for Understanding	Causes the student to know whether or not his/her thinking is correct.
Guided Practice	Causes the student to know whether or not his/her thinking is correct.
Closure	Causes the student to reflect on the learning for the purpose of insight and clarification.

# Independent Practice Causes the student to gain fluency by practicing independently.

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

The aforementioned instructional delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21<sup>st</sup> Century skills necessary for success.

https://www.edutopia.org/technology-integration-guide-importance

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http://www.iglls.org/files/classroom\_brief.pdf

http://ijcrme.rdmodernresearch.com/wp-content/uploads/2015/06/55.pdf

#### **Project Based Learning**

We believe strongly in the ideals of Project Based Learning. As explained by the Buck Institute, the emergence of the methods of teaching called "Project Based Learning" (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

• Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They construct solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers

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Science - http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx

Social Studies - http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx

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#### Computer Based Learning

The Academy utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the

educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are sequenced carefully for maximally effective learning of "big ideas." Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development, and integrates elements to address all learning styles.

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success. <a href="https://www.edutopia.org/technology-integration-guide-importance">https://www.edutopia.org/technology-integration-guide-importance</a>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

"Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students' understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to mathematics for all students".

Kulik (2003) used measures of effect size to summarize findings from eight (8) metaanalyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students' writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the School's curriculum is technology-enriched, it is critical that safe, ethical and, appropriate use of all technology usage is promoted at the School. The School supports the safe, ethical, and legal use of technology resources. The School will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify School staff

of such attempts immediately. All School staff will be required to participate in the School's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

- Computer-based instruction: Computer-based instruction that works to support teacher presented instruction is effective.
- The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period.
- Instructional practices generally known as Constructivism result in increased student learning

#### Student-Centered Learning

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning. Student Centered Learning is a technique which fosters active participation and transforms the teacher from lecturer to coach or facilitator. This instructional method includes active learning, cooperative learning and inductive teaching methods.

Active learning is a process whereby students are immersed in the learning process, as it requires the students to participate in meaningful learning activities, such as: think-pair-share, group discussions, role plays, ice breakers and question and answer pairs. Students are allowed the opportunity to pause and think during instruction to enable mastery of content. Cooperative learning involves students working collaboratively to accomplish common learning goals. Students are divided in to small groups for the purpose of maximizing learning. Students in cooperative learning groups solve multi-step problems, as the instructor provides guidance. Cooperative learning increases student achievement and encourages positive interdependency among students. Inductive teaching stimulates the enhancement of inference skills among students which is imperative when problem solving.

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be

linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices in order to provide the best possible educational outcome for each and every one of our students. Madeline Hunter's Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner's mind. The chart below describes the elements of the lesson and the impact on the learner's mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

Elements of the Lesson Cycle	Impact on the Learner's Mind
Teacher's objective for the lesson	The teacher has clearly in mind the outcome of the lesson: the content and the student "proving" behavior.
Anticipatory Set	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.
Lesson Objective – students are told the objective and how they will be held accountable	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of the Ohio Learning Standards.
Purpose of Learning	Causes the student to know why it is important to master this content.
Input	Causes the student to assimilate the information necessary to master the content.
Model	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
Check for Understanding	Causes the student to know whether or not his/her thinking is correct.
Guided Practice	Causes the student to know whether or not his/her thinking is correct.
Closure	Causes the student to reflect on the learning for the purpose of insight and clarification.

# Independent Practice Causes the student to gain fluency by practicing independently.

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

The aforementioned instructional delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of  $21^{st}$  Century skills necessary for success.

https://www.edutopia.org/technology-integration-guide-importance

#### **Student Based Learning**

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http://www.iglls.org/files/classroom\_brief.pdf

http://ijcrme.rdmodernresearch.com/wp-content/uploads/2015/06/55.pdf

#### **Project Based Learning**

We believe strongly in the ideals of Project Based Learning. As explained by the Buck Institute, the emergence of the methods of teaching called "Project Based Learning" (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

• Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They construct solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers

- have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.
- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20<sup>th</sup> century and recognize that schools must now adapt to a new century. Students need both knowledge and skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as "global citizens".

A growing body of academic research supports the use of Project Based Learning (PBL) as a way to engage students, motivate students to learn, cut absenteeism, boost cooperative learning, and raise academic achievement. Research studies have demonstrated that PBL can:

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- improve students' mastery of 21st century skills (Hmelo, 1998);
- be especially effective with lower-achieving students (Lynch et al., 2005); and,
- provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Project Based Learning is an effective instructional tool for EL students, positively impacts EL students by allowing students the opportunity to experience learning through creating, as it is kinesthetic. It also fosters student engagement by making lessons relevant. As students recognize the relevance of lessons, a deeper learning experience occurs; thereby, the lessons become meaningful. Moreover, Project Based Learning enhances the learning experience for EL students through collaboration. Collaboration offers peer support by building English vocabulary and speaking the language through discussion and dialogue.

https://www.edutopia.org/blog/supporting-ells-in-pbl-projects-andrew-miller

#### The Essential Elements of Effective Instruction

EEEI is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in order to achieve optimal instruction, effective procedures must occur at the planning stages.

https://www.slideshare.net/BruceMims/essential-elements-of-effective-instruction-ppt-30173820

#### http://www.thhs.gc.edu/ourpages/auto/2010/10/20/57043719/EEI%20Guide.pdf

All of the strategies utilized at the Academy have been researched and proven to affect positive outcomes at it relates to student achievement, which aligns with ESSA. The evidence is strong in evaluating the effectiveness of the instructional methods used. In addition, all instructional methods provide interventions for EL students, which is outlined is ESSA. The majority of studies for each strategy indicate a positive impact on student academics.

## **ATTACHMENT 3**

Community School Goals, Targets and Performance Plan Student Performance Measures, including report card measures, goals and targets

Please do not submit your

Student Performance Measures as this has already been submitted.

# **ATTACHMENT 4**

- A. Financial Plan, including estimated budget for each year and estimated five-year plan
- B. Treasurer License
- C. Treasurer Bond
- D. Surety Bond (\$50,000 New School Only)
- E. Treasurer Contract
- F. Self-Evaluation of Financial Goals and Measurements

May 2021 Budget				1				F
			FY2021				FY2022	
	FY2021		FY2021		Change In Budget		FY2022	
	First Revision Budget	Secor	nd Revision Budget		(October 2021 - May 2021)		Proposed Budget	
Operating Revenues:	94		94		0		135	
800 - Miscellaneous Receipts								
Misc. Receipts Forgiveness of Debt	265,000		19,802 300,000		19,802 35,000		-	
Total 1800 - Miscellaneous Receipts	\$ 265,000	\$	319,802	\$	54,802		\$ -	
3101 - Unrestricted Grant Aid								
Foundation Basic Casino Tax	\$ 741,935 2,983	\$	742,507 4,176	\$	572 1,192		\$ 1,066,366 4,301	<u> </u>
3rd Grade Reading Bonus	581		-		(581)		-	
Facilities Funding	23,500		22,228		(1,272)		33,750	1
Total 3101 - Unrestricted Grant Aid 3200 - Restricted State Grant Aid	\$ 769,000	\$	768,911	\$	(89)		\$ 1,104,417	
Student Wellness and Success Grant	\$ 36,174	\$	36,722	\$	548		\$ -	
Total 4200 - Restricted Grant Aid	\$ 36,174	\$	36,722	\$	548		\$ -	-
1200 - Restricted Grant Aid Title Grants	\$ 180,653	\$	272,718	\$	92,064		\$ 280,899	
ESSER Grant	99,829		118,579		18,750		447,622	
Broadband Connectivity CRF	34,983 5,948	$\vdash$	34,983 5,948	+		_	-	
Food Service Grants	75,000		50,000		(25,000)		51,500	
Total 4200 - Restricted Grant Aid	\$ 396,414 \$ 1,466,587	\$	482,228	\$	85,814 141,075		\$ 780,021	
Total Operating Revenue Operating Expenses:	\$ 1,466,587	\$	1,607,662	\$	141,075	-	\$ 1,884,439	+
100 - Employee Salaries and Wages				+				
Board Member Compensation	\$ 7,250	\$	8,830	\$	(1,580)		\$ 8,830	
Total 100 - Employee Salaries and Wages	\$ 7,250	\$	8,830	\$	(1,580)	_	\$ 8,830	-
200 - Employees' Retirement & Benefits Employee Benefits & Other	\$ 5,000	\$	12,262	\$	(7,262)		\$ 5,000	
Pension Expense	73,164		89,729		(16,565)		92,421	
Total 200 - Employees' Retirement & Benefits	\$ 78,164	\$	101,991	\$	(23,827)	_	\$ 97,421	-
Management Services:				+		-		
Management Fee	\$ 122,563	\$	122,358	\$	205		\$ 176,019	
Payroll & ER Tax Reimbursement	243,930		310,732	$\perp \mid =$	(66,802)		322,878	$\vdash$
Title I PR Reimbursement IDEA PR Reimbursement	129,473 31,773		158,469 35,000	-	(28,997) (3,227)	-	163,223 36,050	
Student Wellness Reimbursement	36,174		36,722	1	(548)		-	
ESSER Payroll Reimbursement	81,250		100,000	1	(18,750)	_	138,000	Ē
Benefits Reimbursement Payroll Processing Fee Reimbursement	83,616 3,090		115,366 3,300		(31,750) (210)	-	118,827 3,399	
Travel Reimbursement	1,545		-	士	1,545		-	
Rent- Facilities	112,498	$\square$	112,498	$\perp$	-	$\neg$	112,498	<u> </u>
Utilities and Trash Repairs & Maintenance	21,000 12,360		21,000 10,000	+	2,360	-	21,630 10,300	
ESSER Instructional Service	12,300		-		2,300		188,000	
Special Education Services	6,000		6,000	1	-	_	6,180	Ē
516 IDEA B Support Services 6R Restoration Support Services	21,007 3,937	$\vdash$	6,687 1,151	+	14,320 2,786	-	6,888 1,185	<u> </u>
Sponsor Fee	22,980		22,942		38		33,003	
Administrative Tech.	6,695		5,000		1,695		5,150	$\vdash$
Legal & Professional Treasury Service & Tax Preparation	2,500 35,300	$\vdash$	2,500 35,300	+	-	-	2,575 36,550	
Computer Technology Service Fee	55,620		50,000	+	5,620		51,500	
Printer & Copier	10,464		5,000		5,464		5,150	
Professional Development  Title IIA Professional Development	5,150 7,847	+	3,000 22,221		2,150 (14,374)		3,090 22,888	-
Title IIA Professional Development Title IV Professional Development	2,000		2,038	+	(14,374)		22,888	
ESSER Professional Development	-		-		-		5,000	
Postage & Machine Rental Advertising	1,030 5,150	$\vdash$	3,000 15,000	-1	(1,970) (9,850)		3,090 15,450	<del>                                     </del>
ESSER Student Transport	5,150		15,000		(9,850)		15,450	
Food Service	75,000		50,000	T	25,000		51,500	
ESSER Safety Total 400 - Purchased Services	1,000 \$ 1,140,952	\$	1,000 <b>1,256,285</b>	\$	(115,332)	_	13,000 \$ 1,570,122	-
600 - Supplies & Materials	Ψ 1,140,932	2	1,230,203	3	(110,032)		1,370,122	
Instructional Supplies & Materials	\$ 7,062	\$	6,000	\$	1,062		\$ 6,180	
572 Title I Instructional Supplies ESSER Instructional Supplies	7,579	$\vdash$	37,079 7,579	+	(36,238)	-	38,191 70,000	
Broadband Connectiity Supplies	34,983		34,983		-		-	
CRF Supplies	5,948		5,948		-		-	F
Office Supplies & Materials  Computer & Technology Supplies & Materials	5,150 12,244	$\vdash$	5,500 10,000	+	(350) 2,244	-	5,665 10,300	
590 Title IV Technology Supplies	8,720		10,000	1	(1,353)		10,375	
Maintenance Supplies & Materials	3,605		3,605		-	٦	3,713	Ĺ
ESSER Safety Supplies  Total 400 - Purchased Services	10,000 \$ 96,132	\$	10,000 <b>130,766</b>	\$	(34,635)	_	18,622 <b>\$ 163,046</b>	
10tal 400 - Purchased Services 800 - Other	ψ 90,132	-	130,700	-	(34,035)		· 100,040	
Bank Fees	\$ 1,500	\$	1,500	\$	-		\$ 1,500	F
Audit Fees Dues & Subscriptions	12,500	$\vdash$	12,500	1	-		12,875	<del>                                     </del>
Dues & Subscriptions Liability Insurance	1,545 10,000		1,545 10,000	+			1,591 10,300	
Fiscal Bond	125		125		-		125	
Academic Extra	2,575	$\vdash$	4,000		(1,425)	-	4,120	-
Legal Settlement- Bushnel Total 800 - Other	\$ 49,245	\$	21,000 <b>50,670</b>	\$	(1,425)	-	\$ 30,511	<u> </u>
Total Operating Expenses	\$ 1,371,743	\$	1,548,542	\$	(176,799)		\$ 1,869,931	
	\$ 94,845	\$	59,120	\$	(35,724)		\$ 14,508	. —

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FY21 - May 2021 submission IRN No.: 011439

Type of School: Brick and Mortar

Contract Term:

School Name

Renaissance Academy

County: Franklin

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances For the Fiscal Years Ended 2018 through 2020, Actual and the Fiscal Years Ending 2021 through 2025, Forecasted

Operating Receipts
State Foundation Payments (3110, 3211)
Charges for Services (1500)
Fees (1600, 1700)

Cher (1830, 1700)
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)
Total Operating Receipts

Operating Disbursements

Operating Disbursements
100 Salaries and Wages
200 Employee Retirement and Insurance Benefits
400 Purchased Services
500 Supplies and Materials
600 Capital Outlay - New
700 Capital Outlay - Replacement
800 Other
819 Other Debt

Total Operating Disbursements

Excess of Operating Receipts Over (Under) Operating Disbursements

Nonoperating Receipts/(Disbursements)

Federal Grants (all 4000 except fund 532) State Grants (3200, except 3211)

Restricted Grants (3219, Community School Facilities Grant

Donations (1820) Interest Income (1400)

Debt Proceeds (1900)
Debt Principal Retirement

Interest and Fiscal Charges Transfers - In

Transfers - Out Total Nonoperating Revenues/(Expenses)

Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements

Fund Cash Balance Beginning of Fiscal Year

Fund Cash Balance End of Fiscal Year

			Actual								Forecasted				
Fi	scal Year 2018	F	iscal Year 2019	F	iscal Year 2020	F	iscal Year 2021		Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024		Fiscal Year 2025
\$	1,354,372	\$	984,514	\$	867,797	\$	768,911	\$	1,104,418	\$	1,137,550	\$	1,171,677	\$	1,206,827
			-		•		-		-				-		-
	14,700		42,346		38,935		319,802			_	-		<u> </u>		
\$	1,369,072	\$	1,026,860	\$	906,732	\$	1,088,713	\$	1,104,418	\$	1,137,550	\$	1,171,677	\$	1,206,827
\$	972,130	\$	754,450	\$	6,878	\$	8,830	\$	8,830	\$	8,830	\$	8,830	\$	8,830
	233,641		55,974		157,698		101,991		97,421.00		100,194.00		103,050.00		105,991.00
	622,925		441,334		1,266,525		1,278,785		1,593,298.00		1,637,721.00		1,683,478.00		1,726,064.00
	66,425		31,417		40,817	_	130,766		163,045.00		167,937.00	-	172,975.00		178,164.00
			14.336			-				-		-			
	36,300		37,870		33,130		28,170		7,336.00		7,509.00		7,686.00		7,869.00
	-		-		-				-		-		-		-
\$	1,931,421	\$	1,335,381	\$	1,505,048	\$	1,548,542	\$	1,869,930	\$	1,922,191	\$	1,976,019	\$	2,026,918
		-				-						_		_	
\$	(562,349)	\$	(308,521)	\$	(598,316)	\$	(459,829)	\$	(765,512)	\$	(784,641)	\$	(804,342)	\$	(820,091)
\$	341,766	\$	303,734	\$	477,405	\$	482,228	\$	780,021	\$	803,422	\$	827,524	\$	852,350
					29,923		36,722		-		-		-		-
	-		-		-		-		-		-		-		-
	-		-		-		-				-	_	-		-
			94,462			_	203.270		<del></del>		-	-	-		-
			94,462		60,357	-	(203,270)		(1,816)	-	(1,816)	-	(1,816)		(1,814)
	(605)		(236)				(203,270)		(1,010)		(1,010)	_	(1,010)		(1,014)
	106,256		(200)		26,234		-		-		-		-		-
	-		(121,646)				_		-		-		-		-
\$	447,417	\$	276,314	\$	593,919	\$	518,950	\$	778,205	\$	801,606	\$	825,708	\$	850,536
\$	(114,932)	\$	(32,207)	\$	(4,398)	\$	59,121	\$	12,693	\$	16,965	\$	21,366	\$	30,445
				•				_		Ţ		_		_	
\$	179,053	\$	64,121	\$	31,914	\$	27,517	\$	86,637	\$	99,330	\$	116,295	\$	137,661
\$	64,121	\$	31,914	\$	27,517	\$	86,637	\$	99,330	\$	116,295	\$	137,661	\$	168,106

<u>Assumptions</u>

otal Student FTE		
nstructional Staff		
Administrative Staff		
Other Staff		

Purchased Services

Rent Utilities

Other Facility Costs Insurance Management Fee

Sponsor Fee Audit Fees Contingency

Transportation Legal Marketing

Consulting
Salaries and Wages
Employee Benefits
Special Education Services
Technology Services
Food Services

Other Total

<u>Financial Metrics</u>
Debt Service Payments
Debt Service Coverage Growth in Enrollment

Growth in New Capital Outlay
Growth in Operating Receipts
Growth in Non-Operating Receipts/Expenses

	Actual				Forecasted		
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
2018	2019	2020	2021	2022	2023	2024	2025
175	121	110	94	135	139	143	148
16	16.00	16.00	13.00	13.00	13	13	13
3	3.00	3.00	1.00	1.00	1	1	1
3	3.00	3.00	1.00	1.00	1	1 1	
\$	\$ 104,046.00	\$ 94,536.04	\$ 112,498.00	\$ 112,498.00	\$ 112,498.00	\$ 112,498.00	\$ 112,498.00
27,571.00	27,571.00	\$ 19,943.33	21,000.00	21,630.00	22,279.00	22,947.00	23,636.00
62,271.00	62,271.00	15,900.80	18,000.00	18,540.00	19,096.00	19,669.00	20,259.00
-	-	8,621.74	10,000.00	10,300.00	10,609.00	10,927.00	11,255.00
-	-	146,334.71	122,358.00	176,019.00	181,299.00	186,378.00	192,340.00
40,361.16	29,535.42	26,457.25	22,942.00	33,003.00	33,994.00	35,013.00	36,064.00
		11,387.90	12,500.00	12,875.00	13,261.00	13,659.00	14,069.00
		-	-	-	-	-	-
32,074.00	12,230.00	5,626.00	-	-	-	-	-
		2,079.00	2,500.00	2,575.00	2,652.00	2,732.00	2,814.00
		2,162.62	15,000.00	15,450.00	15,914.00	16,391.00	16,883.00
108,652.00	101,165.58	44,677.97	35,300.00	36,550.00	37,647.00	38,776.00	39,939.00
		634,566.73	640,924.00	660,151.00	679,956.00	700,354.00	721,365.00
		92,484.83	115,366.00	118,827.00	122,392.00	126,064.00	129,846.00
		17,539.63	13,838.00	14,253.00	14,681.00	15,121.00	15,575.00
136,438.00	96,946.00	48,421.61	50,000.00	51,500.00	53,045.00	54,636.00	56,275.00
		72,036.44	50,000.00	51,500.00	53,045.00	54,636.00	56,275.00
122,130.84	7,569.00	23,748.40	36,559.00	256,627.00	265,353.00	273,677.00	276,971.00
\$ 622,925.00	\$ 441,334.00	\$ 1,266,525.00	\$ 1,278,785.00	\$ 1,592,298.00	\$ 1,637,721.00	\$ 1,683,478.00	\$ 1,726,064.00
\$ 605			\$ 203,270				
-364.60	-20.28	0.00	0.29	7.99	10.34	12.77	17.78
0.00%	-30.86%	-9.09%	-14.55%	43.62%	2.96%	2.88%	3.50%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	-25.00%	-11.70%	20.07%	1.44%	3.00%	3.00%	3.00%
0.00%	-38.24%	114.94%	-12.62%	49.96%	3.01%	3.01%	3.01%
0.09	0.05	0.02	0.02	0.05	0.05	0.06	0.07

#### **Assumptions Narrative Summary**

	Fiscal Year 2021-2025 Projected Debt												
Description	Beginning Year Balance			Principle Retirement		Interest Expense	Υ	Ending ear Balance	Debitor/ Creditor				
FTE Review	\$	-	\$	-	\$	-	\$	-					
Loan A	\$	60,357.00	\$	-	\$	-	\$	60,357.00	Unemployement				
Loan B	\$	-	\$	-	\$	-	\$	-					
Line of Credit	\$	-	\$	-	\$	-	\$	-					
Notes, Bonds	\$	203,270.20	\$	(203,270.20)	\$	-	\$	-	EEG Note				
Capital Leases	\$	-	\$	-	\$	-							
Payables (Past Due 180+ days)	\$	-	\$	-	\$	-	\$	-					
Total	\$	263,627.20	\$	(203,270.20)	\$	-	\$	60,357.00					

<sup>\*</sup>FY2017 and FY2019 From Audited Financials and Footnotes

<sup>\*</sup>The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75

<sup>\*</sup>FTE Expected To Be 94 in FY2021 be 135 in FY2022 and Grow At 3% For the Remaining Years

\*State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, or \$7,899 Per Pupil.

<sup>\*</sup>Facilities Funding Will Be \$250/FTE for FY20-25

<sup>\*</sup>Opportunity Grant Funding Will Be \$6,020/FTE in FY20 Onwards

<sup>\*</sup>Management Fees Calculated at 16% Of Operating Revenues

<sup>\*</sup>Management Agreement with Educational Empowerment Group \*School Management Contract Expires 6/30/23 and Auto Renews For Two Consecutive Terms

<sup>\*</sup>Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips

<sup>\*</sup>Salaries and Wages Are a Purchased Service From the Management Company

<sup>\*</sup>Salaries and Wages reflect the loss of Wellness Grant in FY2022

<sup>\*</sup>Benefits are 14%, the Employer Portion of SERS and STRS, of Salaries and Wages

<sup>\*</sup>Rent Is **\$8,844.91** Per Month through *FY2024* 

<sup>\*</sup>Utilities Expected To Increase By 3% Each Year

<sup>\*</sup>Other Facility Costs Include Printer/Copier Costs, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year

<sup>\*</sup>Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year

<sup>\*</sup>Sponsor Fees Expected To Remain at 3% of Basic Foundation Aid with *ERCO* 

<sup>\*</sup>Transportation Costs will Rise with FTE or 3% Each Year.

<sup>\*</sup>Legal Fees Are the Responsibility of the School and Anticipated To Rise By 3% Each Year Due To Inflation

<sup>\*</sup>Marketing Costs Forsee No New Campaigns and Therefore Expected To Increase By 3% Each Year With Inflation

<sup>\*</sup>Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising

<sup>\*</sup>Consulting Services Include Marcum Treasury, Jeff Foster, Services through FY2025

<sup>\*</sup>Other Purchased Services include costs for Payroll Processing, Instructional Services, Professional Development, Postage Costs and Security Services

<sup>\*</sup>Supply Expenditures Will increase In FY2020 and Then Grow At A Steady 3% Increase Each Year After

<sup>\*</sup>The School Does Not Anticipate Any Capital Outlay Costs

<sup>\*</sup>Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category

<sup>\*</sup>Grant Funding Will Increase At the Same Rate As FTE Growth

<sup>\*</sup> The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; FY2021-\$13,215, FY2022-\$9,901, FY2023-\$9,873, FY2024 \$9,859, FY2025 -\$9,791

<sup>\*</sup>Loan A is an Unemployment Settlement

# STATE OF OHIO DEPARTMENT OF EDUCATION

5 Year School Treasurer School Treasurer License

# JEFFREY ALAN FOSTER

THIS LICENSE AWARDED TO

OH3207445

06/07/2019

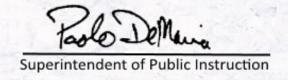
07/01/2019 to 06/30/2024

EDUCATOR STATE ID

ISSUE DATE

**EFFECTIVE DATES** 

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21721519

Employers may verify this credential by going to Educator Profile on <u>education.ohio.gov</u> and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.



### **BOND**

No. **601136574** 

KNOW ALL MEN BY THESE PRESENTS: That we Jeffrey Foster
of
3320 West Market Street, Suite 300, Fairlawn, OH 44333
(Insert Full Name [top line] and Address [bottom line] of Principal)
as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the
laws of the State of New Hampshire , (hereinafter called the Surety, are held and firmly bound unto State of Ohio for
Renaissance Academy
1555 Elaine Road, Columbus, OH 43227
(Insert Full Name [top line] and Address [bottom line] of Obligee) in the aggregate and non-cumulative penal sum of Twenty-five Thousand Dollars And Zero Cents
(\$25,000.00) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of School Treasurer
for a term beginning on July 1, 2018 and ending on Continuous .
Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:
First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to State of Ohio for Renaissance Academy
this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.
Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.
Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.
SIGNED, SEALED and DATED July 2, 2018
Jeffrey Faster  The Ohio Casualty Insurance Company  By: Kristie A. Pudvan,  Attorney-in-Fact
Misue 7. Fudvall, Attorney-In-Fact

	POWER OF ATTORNEY The Ohio Casualty Insurance Com	noony Paud Number C0442CE74
Principal: Jeffrey Foster	The Onio Casualty Insurance Com	pany Bond Number: 601136574
Agency Name: Hylant Group Inc.		
Obligee: State of Ohio for Renaissance Academy		Agent Code: 340397
Know All Men by These Presents: That The Ohio Casu By-Laws of The Ohio Casualty Insurance Company, do hereby Clara S. Dobson; Jennifer Dukuslow; Debra J. Fischer; Chalend R. Lash; Melissa Love; Terri L. Mahakian; Craig S. Markos; Sharpe; J. Scott Stewart; Judy K. Wilson; Cynthia K. Wilson;	v nominate, constitute and appoint: Vicki S. Du e M. Haddon; Susan E. Hurd; Michael M. Hyla Monica M. Mills; Kristie A. Pudvan; Mark J Dwight D. Wittenberg; William M. Wolff of T and as its act and deed any and all BONDS, Un	rity granted by Article IV, Section 12 of the Code of Regulations an ancan; Joanne Beckett McGuire; Todd J. Belden; Robert A. Brewster ant; Heather M. Johnson; Judith L. Jost; Jacqueline Kleinpeter; Jame J. Renske; Joanne Reynolds; Kim Riley; Connie Semanco; Vicki I Toledo, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, t NDERTAKINGS, and RECOGNIZANCES, excluding, however, an
	rly elected officers of said Company at their ac	on said Company, as fully and amply, to all intents and purposes, as in dministrative offices in Keene, New Hampshire, in their own proper and attorney(ies)-in-fact.
In WITNESS WHEREOF, the undersigned officer of the said Company this 26th day of September, 2016.	e said The Ohio Casualty Insurance Company	has hereunto subscribed his name and affixed the Corporate Seal of
	OF THE PROPERTY OF THE PROPERT	afavid / lang
STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY	Dav	vid M. Carey, Assistant Secretary
came David M. Carey, Assistant Secretary of The Ohio Casualt preceding instrument, and he acknowledged the execution of th seal affixed to the preceding instrument is the Corporate Seal of instrument by the authority and direction of the said Corporation	ty Insurance Company, to me personally known to same, and being by me duly sworn deposes a Said Company, and the said Corporate Seal and n.  and affixed my Official Seal at the City of King Commonwealth of Pennsylvania    Commonwealth of Pennsylvania   Commonwealth of Pennsylvania	and for the County of Montgomery, duly commissioned and qualified in to be the individual and officer described in, and who executed the and says that he is the officer of the Company aforesaid, and that the dhis signature as officer were duly affixed and subscribed to the saiding of Prussia, State of Pennsylvania, the day and year first above any Public in and for County of Montgomery, State of Pennsylvania Commission expires March 28, 2021
This power of attorney is granted under and by authority of Artic		•
ARTICLE IV - Officers: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for the may prescribe, shall appoint such attorneys-in-fact, as may be rundertakings, bond, recognizances and other surety obligations	nat purpose in writing by the Chairman or the P necessary to act in behalf of the Corporation to Such attorneys-in-fact, subject to the limitat of any such instruments and to attach thereto th	President, and subject to such limitation as the Chairman or President of make, execute, seal, acknowledge and deliver as surety any and all tions set forth in their respective powers of attorney, shall have full be seal of the Corporation. When so executed, such instruments shall
Any power or authority granted to any representative or attorne or by the officer or officers granting such power or authority.	y-in-fact under the provisions of this article ma	ay be revoked at any time by the Board, the Chairman, the President
This certificate and the above power of attorney may be signed directors of The Ohio Casualty Insurance Company effective on		natures under and by authority of the following vote of the board of
VOTED that the facsimile or mechanically reproduced signatu issued by the company in connection with surety bonds, shall be		wherever appearing upon a certified copy of any power of attorney same force and effect as though manually affixed.
CERTIFICATE  I, the undersigned Assistant Secretary of The Ohio Casualty Insand the above resolution of their Board of Directors are true and		oregoing power of attorney, the referenced By-Laws of the Company on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 2nd day of



Renee C. Llewellyn, Assistant Secretary



### April 7, 2021

Board of Directors Renaissance Academy 1555 Elaine Rd. Columbus Ohio 43227

Re: Ohio School Treasury Services for the year June 30, 2022

Dear Board of Directors:

Thank you for choosing Marcum LLP ("Marcum," "we," "us" or "our") to provide school treasury services for Renaissance Academy ("Client," "School," "Board", "you" or "your").

The purpose of this Engagement letter, including **Attachment A -Treasury Services** and **Attachment B- Marcum LLP Engagement Terms**, (collectively, the "Agreement"), is to document the understanding between Marcum and Client related to the school treasury services (the "Services") for the School for the year ending June 30, 2022.

The "Treasurer" provided in this Agreement by Marcum and agreed to by you, is recognized by the State of Ohio as an Officer of the School (sometimes referred to as Fiscal Officer) and serves in a fiduciary capacity to the School in accordance with all applicable laws, rules and regulations. The Treasurer will remain licensed and authorized to serve during the term of the engagement. In connection with performing the function of a treasurer, the Treasurer will continue to carry a bond payable to the state. The Treasurer will procure bond and insurance coverage for the School's directors and officers as requested by the School pursuant to its Sponsor Agreement.

### **School Services**

During the term of our engagement, we will perform Services included on Attachment A Treasury Services.

It is understood that our responsibility for such Services will encompass only periods covered under this Agreement and will not extend to any subsequent periods for which we are not engaged. If the School closes Marcum may be separately engaged to perform additional services pursuant to a separate written agreement between the parties for the closure/wind-up and period until the issuance of the last audit report by the Auditor of State of Ohio.

During this engagement, the monthly financial statements produced by the Treasurer are issued in a fiduciary capacity and considered internally prepared financials of the School by the Fiscal Officer (Treasurer) of the School and are not considered independent attestation engagements of



Renaissance Academy April 7, 2021 Page 2

Marcum. The internally prepared monthly financial statements of the School are prepared at the direction of the Treasurer and will exclude all elements of GASB 68 and 75, be labeled "Unaudited", and will be sent to the School's Sponsor by the Sponsor's contracted due date.

In order to have timely financials submitted for audit, we will provide all information necessary to your GAAP compiler to produce GAAP Basis financial statements, except calculations and schedules related to GASB 68 and 75.

We are not being engaged to prepare compiled, reviewed or audited financial statements or perform compilation, review or audit services. Accordingly, our work in this engagement is not intended to result in the preparation or issuance of a compiled, reviewed or audited financial statement. However, as indicated in the Schedule of Services, the Treasurer will work with the audit team assigned by the Auditor of State's office in order to respond to any requests made. If the requests relate to non-financial items, the Treasurer will coordinate a reply from the responsible party.

### **Your Responsibilities**

The Treasurer will not perform management functions or make management decisions for you. However, the Treasurer, will provide advice, research materials and recommendations to assist your management in performing its functions and making decisions.

In the course of the engagement, the Treasurer will be expected to sign documents in his/her role as an appointed Officer of the School as defined in the School's Code of Regulations, a copy of which the School will provide to the Treasurer. Any documents signed will be a reflection of items approved by the "Board".

The above Services will be performed based on data and information made available to us by you or on your behalf. We will not verify or audit this information. None of these services can be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

As a condition to our performing the Services described above, you agree to:

- Make all management decisions and perform all management functions.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the Board or School's use of the Services.
- Approve policies for accounting, internal control, and electronic payment (PEX card, credit card or otherwise).

### **Timing**

We have mutually agreed to commence work for the Services described in this Agreement as outlined in **Attachment A** on July 1, 2021.

Renaissance Academy April 7, 2021 Page 3

You acknowledge that we must have adequate time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. We may provide you with a request for information and you must respond to these requests completely and accurately. Should we not receive such information and assistance from you with sufficient time to complete the Services, then you acknowledge that we can give no assurances that our Services will be completed prior to the time required by law.

Unless specified herein as our responsibility to provide, you shall have obtained for us, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for Marcum to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as may reasonably be requested.

### **Fees and Payment Terms**

Our fee will be based on the services to be provided hereunder. You will also be billed for travel and other out-of-pocket costs as incurred as more fully described in attachment A under "Fees". Our full monthly fee is earned and payable for any month that this Agreement is effective.

Our invoices will be issued on or prior to the end of each month of Service and payable upon issuance.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this Agreement, and you agree that we are not responsible for the impact on the Company of any delay that results from such non-payment by you.

### **Other Matters**

Marcum's engagement for the preparation of IRS Form 990 may be included in a separate engagement letter if the School determines to engage Marcum for such preparation.

### Agreement

Renaissance Academy April 7, 2021 Page 4

This Agreement, including its Attachments, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The letter may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in the engagement letter will survive the completion or termination of this engagement. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

If you agree with the terms of our engagement, as described in this letter, please sign the engagement letter and return it to us by email and we will send you a fully executed copy.

We appreciate the opportunity to serve you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Jeffrey Foster CPA

Licensed Ohio School Treasurer

AGREED AND ACCEPTED:

This Agreement correctly sets forth the agreement by Renaissance Academy.

Signature: Bessie Sherrod-Price (May 14, 2021 14:40 EDT)

Title: Board President

<sub>Date:</sub> May 14, 2021

# Renaissance Academy IRN 011439

# Marcum LLP – Ohio School Treasury Services Contract: Schedule of Treasury Services and Fees FY 7/1/21 – 6/30/22

## Licensed & Bondable Ohio School Treasurer- Provided H

### Banking 5

- Board will name treasurer as signer on all school bank addition of assistant treasurer as signer during course accounts. We don't anticipate, but may request of contract.
- Deposits and transfers when needed.
- Reconcile bank to books monthly.
  - Wire transfers if needed.

ö ė

- Investigate and correct bank errors Maintain ACH Listing.
  - Stop payments when needed.

## Bill Pay and Accounts Payable

m

ė ť

- Maintain listing of management approved invoices
  - Bi-weekly bill pay runs.
- Pay / Process director's board meeting stipends no later than 2 business days after the meeting.
- Mail) when regularly scheduled bill run is not adequate. Expedited payment (overnight / 2-day/ Normal US Ö
  - Respond to vendor questions about payments. ë

### Accounting 4

- Statement of Changes in Net Position (excluding GASB Accounting records and ledger is maintained such that monthly, Year to Date Statement of Net Position and ė
  - This includes recording any known material revenue receivables or expense accruals each month and 68 and 75) can be presented to the sponsor. maintaining Capital Asset records.
    - Assist in revision of accounting policies as necessary ò
      - Accounting for year-end, June 30, is held open until GAAP financial information is provided to GAAP provider. j

The year will only be reopened for any newly issued bill, expense accrual, or receivable that is deemed material.

### Reporting 'n

- Year to Date. This report will also include any additional Monthly: Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) schedules requested by the sponsor to fulfill the monthly financial reporting requirement.
- records so that nature of the GAAP provider work is Provide GAAP Provider with reconciled accounting related to GASB 68 / 75 and report preparation. þ.
- basis of accounting. Our office will convert and report ODE annual period H reporting is required on a cash annual financial information to the ODE to fulfill the reporting requirement. ü
- annual budget and five year forecast for Board review and approval by the October deadline. In addition, we will prepare a budget revision leading up to the May Semiannual Five Year Forecasts: We will work with management and Board committees to provide an Annual Budget, Semi Annual Budget revision, and Five year forecast. p
- Annual Vendor 1099 preparation: Filed for required vendors based on calendar year payments. ė

## Title Grant Approver and CCIP Reporting

9

- After approval by the schools CCIP administrator, our office will timely approve title applications, revisions, and PCR requests during our engagement. ė
- Completion of CCIP Final Expenditure Report and 9/30 report with assistance from the schools CCIP coordinator\ administrator. þ.

### Meeting Presentations \ Questions 7

- A representative will be available for dial- n to present financial information and filed questions for scheduled Board meetings- up to 6 per year. ė
- We will respond to requests from management, board members, legal counsel, or the sponsor. þ.

## Auditor of State- Annual Financial Audit 8

- made. If the requests relate to non-financial items, we Auditor of State office in order to satisfy any requests will coordinate a reply from the responsible party. We will work with the audit team assigned by the ë
- We will communicate results of audit to the Board or Board Audit committee. þ

## Outside of Scope Services:

6

require tasks that cannot be regularly anticipated and services, it can be reasonable to expect there might In the course of providing comprehensive treasury are not listed above. ë

those amounts on the monthly billing. Any out of scope We will include 6 hours of out of scope services as part of the engagement and will provide a running total of reviewed with the Board for approval at the time of service and before it is billed and will be at a rate of services in excess of 6 hours will be discussed and \$125 Hr.

Examples of out of scope services are on next page. þ.

### Fees-10

- 2021 to June 30, 2022 at a rate of \$2,925 per month The services listed above will be provided for July 1, ė
- Mileage at standard federal mileage rate will be billed when required to physically attend. þ.
- your behalf. If the fees for these services are paid for by services listed above. By agreeing to this engagement, you are also agreeing to us using these providers on services that allow us to expeditiously provide the As in the past, we will continue to use third party our office, we will bill you for those costs. j
- mailing and postage costs, stop payment i. Bill.com (maintaining accounts payable, Third party providers used:

Ö

- 1099.com (or similar service) **≓ ≡** 
  - QuickBooks

# Renaissance Academy IRN 011439)

## **Examples of Out of Scope Services**

Marcum LLP - Ohio School Treasury Services Contract: Schedule of Treasury Services and Fees FY 7/1/21 - 6/30/22

Title Grants Reviews Title Grants Maintenance of Effort Failure--- :=

Budgets / Projections in excess of 2 per Resolution Other ODE program reviews <u>≓</u> .≥

Ohio Shared Services / DUNS updates

Public records requests **ODE Surveys** 

Insurance Applications School Closure Procedures and Reporting

### MARCUM LLP ENGAGEMENT TERMS

These terms in this Attachment B apply to the Agreement described in any engagement letter referencing them (and supersede any inconsistent terms) but shall also apply to any additional work we may be asked to perform for Client within twelve months of any such engagement letter (unless a separate engagement letter is used). In the event that there is a conflict between the engagement letter and this Attachment B, the terms of this Attachment B shall control. All capitalized terms used herein that are undefined shall have the meaning provided elsewhere in the Agreement.

Cooperation and Participation, Effect on Fees. Client's management is responsible for approving transactions in the books of accounts and for the safeguarding of assets and for providing substantially accurate financial records. Marcum shall endeavor to be alert to any information provided by or on behalf of Client that is incorrect or missing and shall apply its normal diligence in this regard; nevertheless, Marcum shall be entitled to rely on the accuracy, completeness, and reliability of all information provided by, and on all decisions and approvals of, Client (and Client's retained advisors, consultants, or legal counsel). Client's management shall be solely responsible for applying independent business judgment with respect to Marcum's Services and work product (including decisions on implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Further, Client is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing the services provided and evaluating the adequacy and results of the Services performed.

- 1. <u>Use and Reliance</u>. Marcum's working papers are the property of Marcum. We will retain the documentation in accordance with the School's document retention policies and as required by law, which may be amended from time to time. Marcum's work product resulting from the engagement (except for copies of filed tax returns) is solely intended for Client's use for the specific purpose provided and no other purpose. Unless otherwise agreed to in writing by Marcum, our work product is not to be relied upon by any third parties in any manner or for any purpose; this engagement does not create any privity between Marcum and any third party. Client shall indemnify Marcum and its personnel from third party claims, liabilities costs and expenses for the School or Board's unauthorized use of Marcum's work product. The conclusions expressed in our deliverables are based upon the facts presented by Client or by others on Client's behalf and may be inapplicable if the actual facts differ from those presented in any respect.
- 2. Agreed Upon Scope of Work. Marcum shall be obligated only for work or deliverables specified in the Agreement referencing these terms, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Marcum's Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except as otherwise agreed by the parties in writing, Marcum's engagement ends on completion of the services or expiration or termination of this Agreement.

Our Services under this Agreement and this Attachment B do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisers.

To the extent that we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation)

in which we are not a party as a result of our prior or future services to you, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession and this Agreement.

- 3. <u>Legal and Regulatory Change</u>. Marcum may periodically communicate changes in laws, rules or regulations to Client. However, Client has not engaged Marcum, and Marcum does not undertake an obligation, to advise Client of changes in laws, rules, regulations, industry or market conditions, Client's own business practices or other circumstances, except to the extent required by professional standards. The conclusions expressed in our deliverables hereunder are based upon the tax laws as of the date of Service, which are subject to change, and our conclusions are limited solely to the matters for which we were engaged. Marcum will not update its conclusions should the law change unless specifically engaged to do so.
- 4. External Factors: Standards of Performance. Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Marcum's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. Except as otherwise agreed by the parties in writing, Marcum is not responsible for updating any work after completion of the Services or expiration or termination of this Agreement.
- 5. Marcum Personnel. Marcum strives to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, you agree to the following: In the event that any of our employees accepts a position of employment with your School, or any of its related parties or affiliates at any time while we are performing services for you or within one year thereafter, irrespective of whether they've worked on your account or not, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance for a fee to help you locate and hire a qualified individual.

6. Confidentiality. To the extent that, in connection with this engagement, Marcum comes into possession of any proprietary or confidential information of Client, Marcum will not disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than Client which Marcum believes is not prohibited from disclosing such information to Marcum by obligation to Client, (iv) is known by Marcum prior to its receipt from Client without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by Client to Marcum of such information. In addition, Client acknowledges and agrees that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as the independent accountants for Client. Solely to the extent that information obtained from Client is protected health information pursuant to the Health Insurance Portability and Accountability Act (as amended from time to time, "HIPAA"), this Agreement shall be

deemed to incorporate all terms that HIPAA requires to be included in a business associate contract relating to such information.

7. Business Risk Allocations. Client agrees that Marcum's liability arising out of the Services and any related work product or other deliverables provided shall in no event exceed the total amount received hereunder for the portion of the work giving rise to liability; nor shall Marcum be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity). This shall be your exclusive remedy. Also, because of the importance of the information that Client provides with respect to Marcum's ability to perform the Services, Client hereby releases Marcum and its partners, principals and employees from any liability, costs, fees, expenses, and damages (including defense costs) relating to the Services hereunder which are attributable to any information provided by Client personnel and Client's agents that is not complete, accurate or current.

Client shall, upon the receipt of written notice, indemnify Marcum, and its partners, principals and employees, from any liability, costs, fees, expenses, and damages (including defense costs) associated with any third-party claim arising from or relating to Client's misrepresentations, or false or incomplete information provided to Marcum in the performance of its Services, or third party reliance on Marcum's work product or deliverable.

No action, regardless of form, arising out of the Services provided under this Agreement may be brought by either party more than one year after the date the last Services were provided under this Agreement.

8. Waiver of Jury Trial; Jurisdiction and Venue; Governing Law.

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO CLIENT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT:

Marcum and Client each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and/or the Services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party..

The terms and provisions of this Agreement, any course of conduct, course of dealing and/or action of Marcum and/or Client and our relationship with you shall be governed by the laws of the State of New York to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either Marcum or Client, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

9. Termination. We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment: our independence has been impaired; we can no longer rely on the integrity of management; or there may be a violation of applicable law, regulations or standards, a conflict of interest, or damage to our reputation), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require, plus applicable interest, costs, fees and attorney's fees. Upon termination by either party, Treasurer shall return all documents regarding the School's finances and or assets to the School promptly, provided that Marcum may maintain such information for document retention purposes or consistent with professional standards, applicable law, rule or regulation.

### 10. General.

- (a) We shall not be liable for any delay or failure in performance due to circumstances beyond our reasonable control.
- (b) This engagement is being undertaken solely for the benefit of Client and no other person or entity shall be authorized to enforce the terms of this Agreement. Accordingly, except to the extent expressly provided herein to the contrary, there are no third-party beneficiaries under this Agreement.
- (c) Except as otherwise required by applicable law, Client shall not make any public announcements in respect of this Agreement or otherwise communicate its terms without Marcum's prior written consent. However, the parties acknowledge that this Agreement and services described herein will be approved by the Client at a public meeting notice of which will be publicly announced.
- (d) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, or agency relationship.
- (e) Client shall not assign any rights, obligations or claims relating to this Agreement.
- (f) If any portion of the Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

# ERCO SELF-EVALUATION OF FINANCIAL GOALS AND MEASUREMENTS

5/21/21 Date: Renaissance Academy

GOALS	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
School manages cash flow and maintains reserves to cover operating expenses.			-	2	က
		100			
School pays financial obligations to creditors and vendors in a timely manner.			2	е	3
School is able to pay the majority of its bills within 30 days.			2	က	ю
School maintains healthy balance between the debt and monthly income.			2	က	ဧ
School has repayment plans in place to reduce debt over 60 days outstanding.			8	8	က
School's projected annual expenses based on YTD expenditures closely align with projected annual revenue.			7	ო	ю
Character of the second of the			300		
section of manager reporting to government agencies is current and compliant.			က	က	8
School financial reporting to the sponsor is prompt, consistent and accurate			က	ю	ю
Scoring	Directions		7		
4 - Exceeds expectations	Complete for some	ול אבפו פווין בפרן ובווו	מנייייות אכם הל אישו שף	Complete for content year and each remaining year of your Sponsouship Agreement.	
3 - Meats expectations 2 = Approaches expectations					
T - Descriptions					

### **ATTACHMENT 5**

- A. Description of Facility
- B. Suspension and/or School Closing Procedures
- C. Facility Lease Agreement or copy of Sales Contract and related documents. Recorded Conveyance Documents.

### **Description of Facility**

Renaissance Academy is located at 1555 Elaine Road, Columbus, Ohio 43227. The school is located in a former parochial school on a 8 acre lot and includes one building.

The Lease for the facility is by and between Frederick F Campbell, Bishop of the Catholic Diocese of Columbus and St. Phillip the Apostle Roman Catholic Church and Renaissance Academy, an Ohio not-for-profit corporation. As consideration and rent for lease of the premises, Renaissance Academy agrees to pay the Diocese as rent for the premises in equal monthly installments of \$8,757.34 per month.

All classes take place in a two story building behind a church.

There is a parking lot in the front and a playground and field in the rear of the building. There is a driveway that circles the building for access. In addition to traditional classes, our campus is also used for other events and gatherings such as sporting event, banquets, parent events and food pantry.

7/1/2021

### EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. ("ERCO")

### Community School: Suspension and/or School Closing Procedures

ERCO is primarily responsible for ensuring an orderly process is followed when a school closes or operations are suspended.

### CLOSURE

Under state law (Ohio Revised Code 3314.023), ERCO must monitor and oversee the school's compliance with law, administrative rules and contract provisions, including requirements related to school closure.

### SUSPENSION

ORC 3314.072 establishes the conditions under which a school may be suspended, along with a school's procedural rights. ERCO follows these procedures.

### RECORDS

ERCO must assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records include: (1) student records; (2) staff records; and (3) administrative records. ERCO shall secure all school records (student, personnel, fiscal, etc.) prior to closing and maintain according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy.

### ERCO'S GOALS

To provide and execute a plan for an orderly conclusion of the school's affairs when the school is closed or suspended for any reasons permitted by law and/or the contract between ERCO and the school.

A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if Ohio Department of Education issues a notice to a school under the state's automatic closure law, ORC 3314.35. In the case of both suspension and closure, ERCO and an authorized representative of the governing authority shall complete and sign the Suspension and Closing Assurance Template. ERCO shall make sure the school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If the school's governing authority fails to fulfill obligations with respect to orderly closure, ERCO assumes responsibility for all closure activities.

ERCO shall submit a Suspension and Closing Assurance Template for each closed community school attesting that all necessary notifications and actions are completed.

When possible, ERCO shall arrange completion of the final FTE review within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing. ERCO shall make an effort to ensure completion of the final FTE review prior to transfer of original student records to the district(s). ERCO shall monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, ERCO will make the necessary arrangements.

For mid-year closure or suspension, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools within ten days of notification. In the case of closure at the end of the school year, ERCO shall submit an estimated temeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. ERCO shall use the Suspension and Closing Assurance Template for the estimated timeline.

### THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is made by and between Robert J. Brennan, Bishop of the Catholic Diocese of Columbus and St. Philip the Apostle Roman Catholic Church, whose rectory/administrative office's address is 1573 Elaine Road, Columbus, Ohio 43227 (hereinafter collectively referred to as "Church"), and Renaissance Academy - A School for the Multi Media Arts, a not for profit corporation duly organized under the laws of Ohio, and whose principal place of business is located at 1555 Elaine Road, Columbus, Ohio 43227 (hereinafter referred to as "Academy").

### BACKGROUND

- A. The Church and Academy are parties to that certain Lease dated August 4, 2017, the First Amendment to Lease last dated June 26, 2019 and the Second Amendment to Lease last dated May 20, 2020 (collectively the "Lease") whereby the Church leased to Academy and Academy rented from Church a portion of the property located at and commonly known as 1555 Elaine Road, Columbus, Ohio 43227 (hereinafter referred to as "School Premises") to be used solely and exclusively as a charter school.
  - B. Academy desires to renew its Lease with the Church.
- C. The Lease provides that Academy has no option to renew the Lease without the mutual written agreement with the Church. Church and Academy desire to amend the Lease and permit Academy to renew the Lease as amended.
- D. Academy and Church desire to adjust the amount of space rented, rent and expenses to be paid by Academy under the Lease, and mutually agree to the renewal of the Lease, as amended, for a fixed term in which Academy shall continue to retain possession of the premises identified herein for such renewed fixed term as long as Academy continues to timely pay future rents and expenses as provided in and comply with all terms of the Lease as amended.
- NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the sufficiency and receipt of which is acknowledged by the parties, the parties hereto agree to amend the Lease as follows:
- 1. <u>RECITALS</u>. The foregoing recitals and background are true and correct and are incorporated herein by this reference. All capitalized terms used herein shall have the same meaning given thereto in the Lease unless separately defined herein.
- 2. <u>LEASE AMENDMENTS</u>: The terms of that certain Lease dated August 4, 2017 ("Original Lease"), the First Amendment to Lease last dated June 26, 2019 ("First Amendment") and the Second Amendment to Lease last dated May 20, 2020 ("Second Amendment") shall remain in full force and effect except as expressly amended in this Third Amendment to Lease ("Third Amendment"). Such Original Lease, First Amendment, Second Amendment and Third Amendment are collectively referred to as the "Lease." All amendments provided for in this Third Amendment shall be effective commencing on July 1, 2021, the first day of the renewal of the Lease.
- 3. SHARED USE: Paragraph 2 of the Original Lease and its relevant subparagraphs as amended by the Second Amendment provided that Academy shall have the use of 2 rooms (Rooms 107 and 108) and hallway on the lower level. Such Lease terms are modified to provide that Academy shall vacate and remove all of its possessions from Rooms 107 and 108 and the lower level on or before June 30, 2021 and leave the rooms in a clean 'move in' condition at Academy's sole cost. Thereafter Academy shall have no access to Rooms 107 and 108 or the hallway on the lower floor. All provisions or references in the Lease that include Academy's lease of any number of "rooms on the lower floor" are hereby deleted including but not limited to Lease paragraphs 2(B)(a) and (b) and 2(D).
- 4. RENEWAL OPTION: The terms of Paragraph 5 of the Lease shall remain in full
  The Educational ferce, and effect including that Academy has no unilateral right to renew the Lease and
  termination of the Lease shall not relieve Academy of the boligation to pay any and add past due

amounts under the Lease. Academy and the Church hereby agree that the current term of the Lease shall be extended one year 'at a monthly rental installment of Eight Thousand Nine Hundred Thirty-three Dollars and Thirty-five Cents (\$8,933.35) and the percentage of utilities paid by Academy shall increase to seventy-two percent (72%) commencing on July 1, 2021. Academy shall vacate and surrender the leased premises on or before June 30, 2022 unless the Lease is extended, in writing, by the parties. Except as modified herein, Paragraph 5 of the Lease shall remain in full force and effect.

- 5. <u>UTILITIES AND OTHER SHARED EXPENSES</u>: Percentages of contributions for utilities and other expenses in Paragraph 9 of the Lease shall be modified and amended to provide that Academy shall pay seventy-two percent (72%) and Church shall pay twenty-eight percent (28%) of the expenses provided in the Lease. Except as modified herein, Paragraph 9 of the Lease shall remain in full force and effect.
- 6. <u>REPAIRS AND MAINTENANCE</u>: The percentages of contributions for major repair or replacement needed during the term of the Lease provided in Paragraph 12(B) <u>Academy's Obligations</u> of the Lease shall be modified and amended to provide that Academy shall pay Eighty-five percent (85%) and Church shall pay Fifteen percent (15%) of any major repair or replacement needed during the term of the Lease or any extension thereof.
- 7. <u>MISCELLANEOUS PROVISIONS:</u> <u>Paragraph 28(B) Notices</u> shall be amended to amend the e-mail addresses for the Church as follows:

To Church at:	stphilip1573@att.net	
With copies to:	Catherine Cunningham ccunningham@keglerbrown.com	
and to:	Thomas J. Prunte TPrunte@columbuscatholic.org	

8. <u>RATIFICATION.</u> Except as expressly modified hereby, all other terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed two or more counterparts of this Third Amendment to Lease, each of which shall be deemed to be an original, but which taken together shall constitute one and the same instrument. This Third Amendment to Lease shall be effective as of the date last executed below.

[Signatures included on following pages]

### CHURCH:

Catholic Diocese of Columbus

Date: 4/29/202/

By: Robert J. Brennas Its: Bishop

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

THOMAS JOSEPH PRUNTE, Attorney at Law

has no expiration date.

### **CHURCH:**

St. Philip the Apostle Roman Catholic Church

Date: aprel 9, 2021

By: Father William I. Arnold

Its: Pastor

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal

KENNIA LEZAMA
NOTARY PUBLIC - OHIO
COUNTY OF FRANKLIN
Y COMMISSION FYPIRES 08-05-2

NOTARY PUBLIC

### **ACADEMY:**

Renaissance Academy - A School for the Multi Media Arts

Date: 3-16-2021

By: Bessie Sherrod-Price

Its: Board President

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this // day of // day of // 2021, before me, the subscriber, a Notary Public in and for said county, personally appeared Bessie Sherrod-Price, Board President, who acknowledged the signing of the foregoing Third Amendment to Lease to be his voluntary act and deed on behalf of said Renaissance Academy - A School for the Multi Media Arts for the uses and purposes therein mentioned.

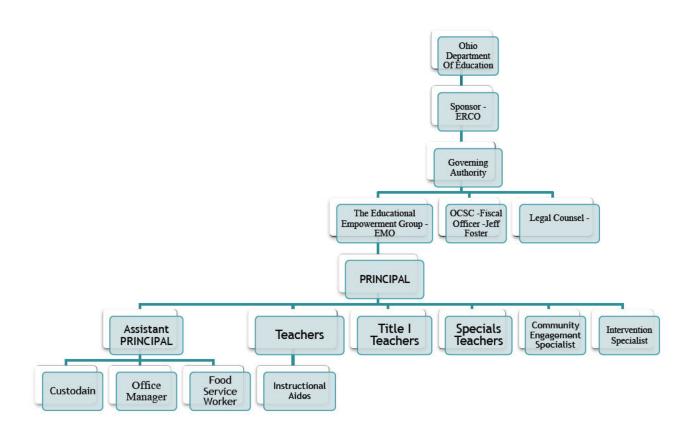
IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

OTARY RUBLIC

PENNY BEACH Notary Public, State of Ohio My Commission Expires 07-01-2021

### **ATTACHMENT 6**

- A. Organization Chart
- **B.** Chief Administrative Officer Contract
- **C.** Management by Third Party Contract (if applicable)



### **Management Agreement**

(March 1, 2019)

This MANAGEMENT AGREEMENT ("Agreement"), is made and entered into by and between EEG Renaissance, LLC, an Ohio limited liability company ("EEG") and Renaissance Academy Inc., a non-profit education corporation (the "School"), (which is governed by a Board of Directors herein referred to as the "Board") (individually a "Party" and collectively the "Parties").

### RECITALS

WHEREAS, the School has requested or secured authorization from the Sponsor (as hereinafter defined) to operate a community school pursuant to the Ohio Community School Law.

WHEREAS, the School is aware of the increasing need for greater educational alternatives for children in its community to receive a 21st century education that provides connection, purpose and mastery which in-turn creates opportunities in careers and/or college.

WHEREAS, the School desires to contract with EEG to receive such management, educational, financial, and other consulting services necessary to form and operate a school, and EEG desires to contract with the School to provide such Management Services; and

WHEREAS, the School and EEG are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management by EEG on behalf of the School.

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

### 1. Management Services to be provided by EEG.

In order to support the School in delivering the terms of the Contract, EEG in exchange for the fees provided herein agrees to provide the School, in accordance with the terms of the Contract, the School's Mission and Purpose and all applicable laws, the management and day-to-day operation functions as follows:

**A.** Education Program. EEG shall implement the educational program and the program of instruction. EEG shall provide all administrative and educational services of the School. EEG shall be responsible for the day-to-day supervision of administrative and teaching staff and the day-to-day supervision or implementation of the educational program of instruction. EEG will be responsible for the following areas:

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- Recruitment and hiring of all staff including Administrative, Educational and support staff (collectively "Staff"). Prior to the commencement of and during the school year, determine the staffing levels including teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, as required by law, to the School. All teachers shall hold the requisite teaching certificate in accordance with applicable law. Staff may work on a full- or part- time basis.
- Provide training in its methods, policies, curriculum, student information systems, special education, program, and technology to personnel on a regular and continuous basis.
- Management of day-to-day activities of Staff.
- Manage and maintain all employee files and human resource processes.
- Performance and Evaluation of Staff which includes assigning, disciplining, transferring
  and terminating personnel, consistent with the Contract, Mission, and state and federal
  law. EEG shall keep the Board informed of all Staff related actions and decisions on a
  regular basis.
- Evaluate, recommend and oversee implementation of course and curriculum design.
- Develop, maintain and administer all State-mandated and other testing.
- Select and negotiate terms of procurement of teaching guides, curricula and aids utilized to implement the educational program.
- Perform repeated evaluation, assessment and continuous improvement of the School's educational program, curriculum and program.
- Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Charter/Contract for Community School.
- Perform quality data tracking, including but not limited to student data such as attendance, performance, student earned credits, graduation rates, etc.
- Provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.
- **B.** <u>Strategic Planning</u>. EEG shall design strategic plans for the continuing success of the School.
- C. <u>Education Management Information System and State Reporting</u>: EEG will provide staff to oversee the SIS (DASL, SOES and ODDEX) and all functions of state reporting.
  - Responsible for entering all student data and information into the student information system while working in conjunction with the school staff.
  - Responsible for submitting all necessary state reports on time and ensure reports for accuracy.
  - Responsible for submitting Federal Low Income Count and Economic Status.
  - Responsible for submitting Special Education Data.
  - Responsible for Reporting of Staff Data.
  - Responsible for submitting Course Data.
  - Responsible for CRDC reporting as needed.
- **D.** <u>Federal Programs/Comprehensive Continuous Improvement Plan:</u> EEG will provide staff to oversee CCIP.

- Review and Oversee the Decision Framework.
- Train and Oversee the Ohio Improvement Process.
- Complete needs assessment and planning tool while working in conjunction with the school staff.
- Work in conjunction with the school leader and school treasurer to complete the budget and budget revisions as needed.
- Work in conjunction with the school's treasurer on completing project cash requests and final expenditure reports.
- Assist with audits as needed.
- E. <u>Public Relations/Student Recruitment</u>. EEG will design, coordinate and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and agencies.
  - Responsible for recruiting and informing the community about the School. All such recruiting and community education activities shall be reported to the Board in a timely fashion.
  - Responsibility for enrolling students into the School in accordance with the rules and procedures established by law, the Ohio Department of Education ("ODE"), and the Board.
- **F.** <u>Financial Management.</u> EEG will assist in providing any information required by the Sponsor, Charter School, Ohio State Department of Education or its auditors.
  - Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the Board for approval.

### G. Compliance Management.

- Reports and documentation to the Sponsor
- Reports to the Ohio Department of Education
- · Policies for the Board
- Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- · Provide all information and written reports requested by the Board
- Meet with the Board as reasonably requested by the Board
- Building code compliance
- H. Reporting. EEG shall prepare for submission to the Board, the following reports:
  - A report on the School's activities and progress of the goals and standards set forth in the Charter between the Board and the Sponsor, which said report shall be submitted no later than 90 days following the close of the academic year.

- All reporting requirements established by the Charter School Law.
- A monthly report setting forth any statistics and other information reasonably requested by the Board or the Sponsor.
- Prior to the beginning of each fiscal year, a proposed and projected annual budget which shall be subject to the approval of the Board.

### I. Student Records.

- Provide maintenance of Student Records in accordance with state, local and federal requirements.
- Arrange for student information system.
- Maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations
- Maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations.
- All Student Record information shall remain the property of the School and, to the extent
  not immediately available to the School. EEG may retain a copy of such records subject
  to the confidentiality requirements of this agreement and applicable laws.
- J. <u>Services to Special Needs Students.</u> EEG shall ensure compliance with applicable laws and regulations concerning services to Special Needs Students.
  - Manage and oversee the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

### K. Facility/Facility Planning.

- Identify necessary components of and possible ideal locations for the School's Facility.
- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- Building Code Compliance.
- Negotiate and/or arrange for all agreements for utilities utilized by the School, including
  without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for
  all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team such EEG personnel as are necessary to carry
  out the obligations and duties of EEG under this agreement; such assigned EEG
  personnel shall be permitted to utilize appropriate office space within the School, School

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- personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.
- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

### L. Procurement - Management of Equipment/Furniture/Property

- Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission.
- Negotiate and arrange for leases and purchase agreements
- Inventory of Equipment
- Select phone system, furniture, office machines, computers and other equipment procurement.
- Select, negotiate terms of procurement of, and arrange for the delivery of student meals and drinks.
- Procure teaching supplies.

### M. Subcontracts.

To fulfill its obligations under this Agreement, EEG may contract with others to provide services or goods to the School, including without limitation The Educational Empowerment Group, LLC, and EEG reserves the right to recommend the subcontracting for any and all aspects of all services it performs for the School under this agreement, including without limitation payroll, fiscal services and/or any technology services.

### N. School Superintendent.

EEG shall select the superintendent or educational leaders and establish employment terms in consultation with the Board.

### 2. Obligations of the Charter School.

A. Compliance with Law and Regulation. The School and the Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's Code of Regulations. EEG shall propose and the Board shall adopt, with consultation from legal counsel, reasonable rules, regulations and procedures applicable to the School and EEG shall be required by the School to enforce such rules, regulations and procedures at all times.

EEG Renaissance Management Agreement

- B. Other Services. To the extent that the School elects not to contract with EEG for any of the products or services provided for in this Agreement, the School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.
- C. Insurance. The School shall comply with any insurance provisions as required by the Sponsor and Charter School Law which includes but not limited to General Casualty and Risk Insurance on the School Facility.

### 3. Term and Termination.

- a. <u>Initial Term.</u> The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2022 (the "Initial Term").
- b. Renewal. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for 3 additional terms of 3 years, or such other renewal period agreed upon by the Parties in writing and allowed by the applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".
- c. <u>Termination</u>. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
  - i. By both Parties if they agree in writing to the termination;
  - ii. By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;
  - iii. Either Party files for bankruptcy or has a bankruptcy suit filed against it, which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
  - iv. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) EEG materially breaches this Agreement or causes a material breach of the Contract and (A) EEG does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, EEG does not promptly undertake and continue efforts to cure said material breach within a reasonable time.

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Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.

- v. Termination by EEG. EEG may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and EEG, provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to EEG within thirty (30) days of receiving written notice that such fees are due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of EEG, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from EEG, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any EEG facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in EEG's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of EEG, provided that notice of termination is delivered by EEG to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.
- d. <u>Notice of Termination</u>. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than February 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- e. Obligations on Termination. In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:
  - In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the

School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.

- Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG. EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.
- Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by EEG and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by EEG.

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 All School financial records shall be made available to the School's independent auditor.

### 4. <u>Financial Terms.</u>

Payments. The following shall represent the financial responsibilities between the Parties. The School shall also pay a monthly continuing fee to EEG of Sixteen Percent (16%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses ("Fee"). "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code.

- The School shall pay any costs required by the Charter not specifically included in this Agreement.
- All furniture, computers, software, equipment, or other personal property purchased with state funds that are paid to EEG for use in operation of the school is property of the school and is not property of EEG.
- As approved by the Board, Parties may agree to have EEG act as its payment agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.
- EEG will invoice the School monthly according to the Continuing Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG to the School of an invoice therefore. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Ohio. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, EEG shall refund such amount to the School.
- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future

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- funding of the School, reduce the fees invoiced the School by the amount that funding is withheld.
- Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.

### 5. **Proprietary Information**

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by EEG, the School agrees that EEG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by EEG, its employees, members, Board of Directors, officers or subcontractors. The School shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by EEG, EEG shall have the sole and exclusive right to license such materials for use by other school districts, customers or other persons or entities or to modify and/or sell materials. The School shall treat any proprietary information owned, designed, developed, written, or created by EEG as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by EEG in writing to refrain from disclosing, publishing, copying, transmitting, modifying altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than the extent necessary for implementation of this Agreement.

### 6. Indemnification.

- Indemnification by EEG of the Board. To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.
- Indemnification by the School. To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG and their respective agents and employees harmless against and from all costs, expenses,

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damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.

• Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

### 7. Limitation of Liabilities.

- In no event will the School, or its directors, officers, employees, or agents, be responsible
  or liable for the debts, acts or omissions of EEG, its directors, officers, employees, or
  agents.
- In no event will EEG and their respective employees or agents be responsible or liable for the debts, acts or omissions of the School, its directors, officers, employees, or agents.
- Charter School Insurance. The School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the School may elect to maintain additional coverage. EEG shall be included as an "additional insured" as to any such coverage. The School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- <u>Liability Insurance</u>. Liability insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the Charter School.

### 8. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School:

Renaissance Academy Inc.

1555 Elaine Rd. Columbus. Oh 43227

CC:

If to EEG:

EEG Renaissance, LLC. Attention: Officers 1814 S. Main St. Akron, Oh 44301

### 9. Miscellaneous.

- Severability. If any provision of this Agreement is held to be invalid or unenforceable, it
  shall be ineffective only to the extent of the invalidity, without affecting or impairing the
  validity and enforceability of the remainder of the provision or the remaining provisions
  of this Agreement. If any provision of this Agreement shall be or become in violation of
  any federal, state, or local law, such provision shall be considered null and void, and all
  other provisions shall remain in full force and effect.
- Successors and Assigns. The terms and provisions of this Agreement shall be assignable
  by either Party only with the prior written consent of the other, which consent shall not be
  unreasonably withheld; provided that a change in control of EEG or its managing
  member, notice of which shall be provided by EEG to the Board, shall not be deemed a
  violation of this Agreement.
- Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the

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Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

- Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- Professional Fees and Expenses. Each Party shall bear its own expenses for legal. accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- Governing Law. This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall

The Educational Resource Consultants

be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

- Headings: Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- Status and Relationship of the Parties. EEG is a limited liability company organized under the laws of in Ohio, and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.
- Additional Programs. The EEG shall not be obligated to provide any goods or services
  under the Agreement that are not explicitly agreed to with the Board. The Board and EEG
  may decide that EEG may provide additional programs which are not inconsistent with
  the Contract or state or federal law. Payment for such programs or services shall be
  negotiated by the Parties separate and apart from this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

Renaissance Academy, Inc.

By: Farin aller

Title: Lourd Mesiden

Date: March 1, 20/9

EEG Renaissance, LLC.

By: Wendy Riplarouring

Date: 3-1-19

### **ATTACHMENT 7**

### PROTOCOL FOR RENEWAL CONSIDERATIONS

Pursuant to Ohio Revised Code 3314.07, the Board of ERCO may choose to renew or to not renew a contract at its expiration with a sponsored school. This policy establishes the reasons for which the Board may renew or not renew a sponsored schools contract and explains the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

### **General Considerations**

The Board may take into account many factors when it contemplates a renewal of a community school contract. Among other factors, the Board considers academic performance and financial viability; governance functionality, student progress, compliance with state and federal laws, the performance of the home district and surrounding community schools where the students may attend, and other management and operational indicators.

### **Criteria for Renewal**

Pursuant to Ohio law, the Board may not renew a Sponsorship Agreement during the contract term when there is clear evidence of one (1) or more of the following:

- 1. Failure to meet student performance requirements stated in the contract;
- 2. Failure to meet generally accepted standards of fiscal management;
- 3. Violation of any provision of the contract or applicable state or federal law; or
- 4. Other good cause.

Based on quality practices, the Board incudes within the criteria for non-renewal the following:

- 1. Clear evidence of unacceptable academic performance;
- 2. Financial mismanagement;
- 3. Violations of law; and/or
- 4. Violation of terms of the Sponsorship Agreement.

Evidence supporting renewal or non-renewal includes, but is not limited to, academic performance measures from the Sponsorship Agreement, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinion of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the Sponsorship Agreement, or other evidence demonstrating performance no non-performance of the School over the term of the Agreement or the three most recent years' of operation.